

D

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COOPER  
NOTIFICATION, INC., FOR CONTINUING SERVICES OF THE ROAM SECURE  
ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT  
AMOUNT OF \$35,000.00, WHICH WILL BE PAID FROM THE FY11 HOMELAND  
SECURITY GRANT, FOR THE PERIOD BEGINNING JANUARY 1, 2012 AND  
ENDING DECEMBER 31, 2012**

**WHEREAS**, the County of Gloucester has a need to continue computer software and support services for the roam secure alert system (Gloucester Alert); and

**WHEREAS**, the Gloucester County Office of Emergency Response has recommended that said services be provided by Cooper Notification, Inc., with offices at 7565 Commerce Court, Sarasota, Florida 34243 for the total contract amount of \$35,000.00, for the period beginning January 1, 2012 and ending December 31, 2012, with the option to extend for two (2) one (1) year periods; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$35,000.00, pursuant to CAF # 11-11834, which amount shall be charged against budget line item # G-02-11-181-000-20592; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a Contract between County of Gloucester And Cooper Notification, Inc., for a total contract amount of \$35,000.00 for a time period beginning January 1, 2012 and ending December 31, 2012, with the option to extend for two (2) one (1) year terms.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

D1

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COOPER NOTIFICATION, INC.**

**THIS CONTRACT** is made effective the 18<sup>TH</sup> day of January, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COOPER NOTIFICATION, INC.**, with offices at 7565 Commerce Court, Sarasota, Florida 34243, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need to contract for continuing software and support services for the Roam Secure Alert System, which is utilized by the County's Office of Emergency Response; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The contract shall be for the period of one year from January 1, 2012 through December 31, 2012, with the option to extend for two (2) one (1) year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of \$35,000.00.

Vendor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, which is attached hereto and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's proposal.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's

commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).



J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by

the Vendor under this Contract, shall be forthwith delivered to the County.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers'

Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

**11. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

**12. NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**13. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**14. CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

**15. NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

**16. COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction

pertaining to the performance of Vendor's services.

**17. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

**18. CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

**19. BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

**20. CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is effective as of the 18th day of January, 2012.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**COOPER NOTIFICATION, INC.**

\_\_\_\_\_  
By:

Title:

**ATTACHMENT A**

**The following exhibits set out the application license fee, software and support services.**

**EXHIBIT A:**

1. Annual RSAN Renewal

2011-2012

Unlimited RSIX feeds and 71 support hours

\$35,000.00

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N.J. 08096

D-1

### Certificate of Availability of Funds

TREASURER'S NO. 11-11834

DATE Dec. 15, 2011

BUDGET NUMBER - CURRENT YR 6-02-11-181-000-20592 DEPARTMENT Emerg. Resp

AMOUNT OF CERTIFICATION 35,000.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: For new contract with Cooper Notification for the Secure Alert System (Gloucester Alert) for total amount of \$ 35,000.00

VENDOR: Cooper Notification INC

ADDRESS: 765 Commerce Ct

Sarasota, FL 34243

[Signature]  
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED

1-10-12

*Jan. 18, 2012  
Freeholder  
Meeting*

D2

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FOR THE FY2012 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT IN AN AMOUNT UP TO \$55,000.00 AND IN ADDITION TO THE ACCEPTANCE OF \$5,000.00 FOR FOUR MUNICIPALITIES TO BE DIRECTLY FUNDED BY THE STATE EMERGENCY MANAGEMENT, FOR A PERIOD BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012**

**WHEREAS**, the Gloucester County Office of Emergency Management prepared a FY2012 Emergency Management Performance Grant – Emergency Management Agency Assistance application in accordance with the state and federal laws and regulations applicable to the New Jersey Department of Law & Public Safety and Division of State Police; and

**WHEREAS**, the County of Gloucester is applying for an award not to exceed \$110,000.00, including up to \$55,000.00 in grant funds and up to \$55,000.00 in-kind match by the County, as a 50% (dollar for dollar) match is required, to assist in enhancing and sustaining all-hazards emergency management capabilities, for a period beginning January 1, 2012 and terminating December 31, 2012; and

**WHEREAS**, the County will facilitate and distribute grant funds for four municipalities in Gloucester County that qualified for the Emergency Management Funding, each municipality will receive an amount not to exceed \$5,000.00; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time and to any County funds being provided, pursuant to this resolution, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget out of which said funds will be paid; and

**WHEREAS**, the Gloucester County, Office of Emergency Management, under the Department of Human Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey that the Freeholder Board hereby authorizes the application and acceptance of the FY2012 Emergency Management Assistance Agency Grant; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder-Director is hereby authorized to sign any and all documents pertaining to this FY2012 Emergency Management Assistance Agency Grant; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester shall comply with all applicable regulations of the granting authority and shall provide any additional assurances as may be required; and

**BE IT FURTHER RESOLVED** that prior to any County funds being made pursuant to this resolution, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



D2

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207  
[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

TO: Len Clark

DEPARTMENT: Emergency Response

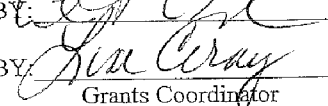
GRANT TITLE: FY12 Emergency Management Performance Grant

DATE: December 15, 2011

#### CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: December 28, 2011

Jan 18



## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: December 6, 2012

1. TYPE OF GRANT

       NEW GRANT

  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET  
NUMBER       

2. GRANT TITLE: FY 12 Emergency Management Performance Grant

3. GRANT TERM: FROM: 01-1-12 TO: 12-31-12

4. COUNTY DEPARTMENT: Emergency Response

5. DEPT. CONTACT PERSON & PHONE NUMBER: Len Clack (856)307-7156

6. NAME OF FUNDING AGENCY: Dept of Law & Public Safety, Div. of NJ State Police

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The FY 12 Emergency Management Performance Grant provides funding to assist in enhancing and sustaining all-hazard emergency management capabilities. Funds are made available to county and municipal agencies under the sub grant program.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "\*"):

NAME	AMOUNT	NAME	AMOUNT
<u>Len Clark</u>	<u>\$55,000.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 55,000.00

10. INDIRECT COST (IC) RATE:        %

11. IC CHARGED TO GRANT \$       

12. FRINGE BENEFIT RATE CHARGED TO GRANT:        %

13. DATE APPLICATION DUE TO GRANTOR \_\_\_\_\_

14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS

\$55,000.00

CASH MATCH

\_\_\_\_\_  
(Attach Documentation)

IN-KIND MATCH

\$55,000.00

TOTAL PROGRAM BUDGET: \$ \$110,000.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?

YES x NO \_\_\_\_\_

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

DEPARTMENT HEAD: \_\_\_\_\_

Signature

DATE: 12/8/11

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 12/9/11 dpc

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_

Signature

2. \_\_\_\_\_

Signature

Revised: 9/22/03



CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

State of New Jersey  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE  
Post Office Box 7068  
West Trenton NJ 08628-0068  
(609) 882-2000

PAULA T. DOW  
*Attorney General*

COLONEL JOSEPH R. FUENTES  
*Superintendent*

November 14, 2011

Mr. J. Thomas Butts  
Gloucester County OEM  
1200 North Delsea Drive  
Clayton, NJ 08312

RE: Emergency Management Agency Assistance (EMAA) Application for Funding for Federal Fiscal Year (FFY) 2012

Dear Mr. Butts:

Upon review of the Eligibility Evaluation documents submitted for the 2012 Emergency Management Agency Assistance (EMAA) Program and based upon last year's federal funding level, it has been determined that the County of Gloucester is eligible to submit a Subgrant Application for up to \$55,000 of the FY2012 EMMA funding for the Performance Period of January 1, 2012 through December 31, 2012.

The funding for the EMMA Subgrant Program is contingent upon the State of New Jersey's receipt of the Emergency Management Performance Grant (EMPG). Award amounts are subject to change based upon the federal award to the State.

The completed application should be submitted to the NJOEM Emergency Response Bureau. Included with the County application shall be the signed Certification of Completeness which provides the name(s) of the local agency(ies) that have met the application requirements. Once EMPG funds are available to the State, a subgrant award, inclusive of all approved local agencies, will be made to the County of Gloucester. Upon completion of the Performance Period and approved Workplan activities, reimbursement will be made to the local agencies by the County.

The County is responsible for the required 50% (dollar-for-dollar) match, either cash or in-kind, to the federal portion of its award. The source of the match and the match amount must be documented in the application and on the required reimbursement forms. Unless the County is assuming the entire match for all of its local agencies, each local agency is required to contribute the 50% match, either cash or in-kind, to the federal portion of the award. The source of match must be documented in the local application(s). It is strongly recommended that the County does not overmatch the grant since the County is responsible for maintaining records for the entire match amount it reflects in its application, not just the required amount.



New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable



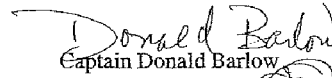
Mr. J. Thomas Butts

Page 2

November 14, 2011

If you have any questions or concerns, please contact Captain D. Barlow at (609)963-6900 X6980.

Sincerely,

  
Captain Donald Barlow  
Bureau Chief  
Emergency Response Bureau

DB:dpp

2012 Gloucester County Budget  
Other Expense Request Explanations  
2012 Budget

The purpose of this grant is to help Gloucester County abilities to enhance and sustaining all-hazard emergency management.

001-10101 – Salaries \$55,000.00

Department Emergency Response

Form C-2

Department Code \_\_\_\_\_

Submission Date \_\_\_\_\_

Revision Date \_\_\_\_\_

D3

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT  
WITH COOPER MONUMENT COMPANY FOR AN ADDITIONAL TWO  
YEAR PERIOD COMMENCING FEBRUARY 2, 2012 AND CONCLUDING  
FEBRUARY 1, 2014 FOR THE ENGRAVING OF NICHE COVERS FOR THE  
GLOUCESTER COUNTY VETERANS CEMETERY**

**WHEREAS**, the County of Gloucester previously entered into a Contract with Cooper Monument Company for the engraving of niche covers for the Gloucester County Veterans Cemetery; and

**WHEREAS**, the specifications of the Contract provided for an extension, at the option of the County, for an additional two year period; and

**WHEREAS**, the Director of Veterans Affairs has recommended that the option to extend be exercised, extending the term of the Contract through February 1, 2014; and

**WHEREAS**, the contract shall be for estimated units of service as per PD-11-007. However, no Certificate of Availability of Funds is required at this time due to the fact the services will be paid by the family of the deceased; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester hereby exercises its option to extend the contract with Cooper Wilbert Vault Co., Inc., for the engraving of niche covers for the Gloucester County Veterans Cemetery for an additional two year period (concluding February 1, 2014) is hereby exercised and the County Purchasing Agent is directed to so inform the Contractor.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

E1

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO  
CONTRACTS FOR HUMAN SERVICES, FOR A TERM OF ONE YEAR, BEGINNING  
JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012 WITH THE  
FOLLOWING ENTITIES:**

- A) CENTER FOR FAMILY SERVICES, INC., TO PROVIDE SHELTER CARE AND  
HOUSING FOR JUVENILES IN FAMILY CRISIS, FOR A MINIMUM  
CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT  
OF \$90,734.00**
- B) CENTER FOR FAMILY SERVICES, INC., TO PROVIDE AFTER SCHOOL  
TREATMENT PROGRAMS FOR GLOUCESTER COUNTY COMMUNITY  
YOUTH, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A  
MAXIMUM CONTRACT AMOUNT OF \$82,460.00**
- C) THE ARC GLOUCESTER, TO PROVIDE PROGRAMS FOR THE MENTALLY  
CHALLENGED CITIZENS OF GLOUCESTER COUNTY, FOR A MINIMUM  
CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT  
OF \$22,000.00**
- D) THE ABILITIES CENTER OF SOUTHERN NEW JERSEY, TO PROVIDE  
PROGRAMS FOR THE MENTALLY CHALLENGE CITIZENS OF  
GLOUCESTER COUNTY, FOR A MINIMUM CONTRACT AMOUNT ZERO  
AND A MAXIMUM CONTRACT AMOUNT OF \$25,000.00**
- E) NEWPOINT BEHAVIORAL HEALTH CENTER, TO PROVIDE EMERGENCY  
SCREENING SERVICES FOR CITIZENS IN NEED OF PSYCHIATRIC  
SERVICES, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A  
MAXIMUM CONTRACT OF \$45,000.00**
- F) NEWPOINT BEHAVIORAL HEALTH CENTER, TO PROVIDE OUTPATIENT  
SERVICES, INCLUDING PSYCHIATRIC EVALUATIONS AND MEDICATION  
MONITORING, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A  
MAXIMUM CONTRACT AMOUNT OF \$151,000.00**
- G) NEWPOINT BEHAVIORAL HEALTH CENTER, TO COMPLY WITH N.J.A.C.  
TITLE 8, CHAPTER 52, FOR A MINIMUM CONTRACT AMOUNT OF ZERO  
AND A MAXIMUM CONTRACT AMOUNT OF \$17,500.00**

**WHEREAS**, the County of Gloucester has recognized the need various programs for the citizens and youth of Gloucester County; and

**WHEREAS**, the County requested proposals, via RFP # 012-007, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that The Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal, for a minimum contract amount of Zero and for a maximum contract amount of \$90,734.00; and

**WHEREAS**, the County requested proposals, via RFP #012-008, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that The Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$82,460.00; and

**WHEREAS**, the County requested proposals, via RFP #012-009, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation based on the established criteria, concluded that The Arc Gloucester with offices at 1555 Gateway Boulevard, Woodbury, New Jersey 08096, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$22,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-010, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that The Abilities Center of Southern New Jersey, Inc., with offices at 1208 Delsea Drive, Westville, New Jersey 08093, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$25,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-013, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that NewPoint Behavioral Health Center, with offices at 404 Tatum Street, Woodbury, New Jersey 08096, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-013, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that NewPoint Behavioral Health Center, with offices at 404 Tatum Street, Woodbury, New Jersey 08096, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$151,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-013, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that NewPoint Behavioral Health Center, with offices at 404 Tatum Street, Woodbury, New Jersey 08096, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$17,500.00; and

**WHEREAS**, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4, and

**WHEREAS**, the contracts shall be for an estimated units of service, for a term of one year, beginning January 1, 2012 and ending December 31, 2012, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that



sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contracts for various programs for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of one year, beginning January 1, 2012 and ending December 31, 2012 to Center for Family Services, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$90,734.00; Center for Family Services, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$82,460.00; The Arc Gloucester, for a minimum contract amount of Zero and a maximum contract amount of \$22,000.00; The Abilities Center of Southern New Jersey, for a minimum contract amount of Zero and a maximum contract amount of \$25,000.00; NewPoint Behavioral Health Center, for a minimum contract amount of Zero and a maximum contract amount of \$45,000.00; NewPoint Behavioral Health Center, for a minimum contract amount of Zero and a maximum contract amount of \$151,000.00; and NewPoint Behavioral Health Center, for a minimum contract amount of Zero and a maximum contract amount of \$175,000.00; and

**BE IT FURTHER RESOLVED**, before any purchase be made of service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E1

**CONTRACT BETWEEN  
CENTER FOR FAMILY SERVICES, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of **January 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **The Center for Family Services, Inc.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for shelter care and housing for juveniles of Gloucester County in family crisis, as more particularly set forth in **RFP-012-007**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-007.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$90,734.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-007, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-007, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any

regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to

this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

**7. PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

**8. NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

**9. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**10. INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver

certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

At all times during the term of this Agreement, the Donor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

**11. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**12. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**13. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**15. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**16. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be

adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-007 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-007, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-007 and Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January, 2012.



**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M DAMMINGER, DIRECTOR**

**ATTEST:**

**CENTER FOR FAMILY  
SERVICES, INC.**

\_\_\_\_\_  
**RICHARD STAGLIANO,  
EXECUTIVE DIRECTOR**

E1

**CONTRACT BETWEEN  
CENTER FOR FAMILY SERVICES, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **The Center for Family Services, Inc.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for an After-school treatment program for Gloucester County youth and families thru the Center for Family Services, Inc. Family Support Center, as more particularly set forth in **RFP-012-008**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-008.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$82,460.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-008, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-008, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any

regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to

this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of

New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

At all times during the term of this Agreement, the Donor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

**11. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**12. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**13. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**15. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**16. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order

changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

24. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

25. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-008 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-008, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-008 and Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January, 2012.



**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CENTER FOR FAMILY SERVICES,  
SERVICES, INC.**

\_\_\_\_\_  
**RICHARD STAGLIANO,  
EXECUTIVE DIRECTOR**

E1

**CONTRACT BETWEEN  
THE ARC GLOUCESTER  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of **January 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **The Arc Gloucester**, of 1555 Gateway Boulevard, West Deptford, New Jersey 08096, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for Support services to prevent abuse and neglect of at risk children, including those with developmental delays or special needs, ages newborn to six (6) years, as more particularly set forth in **RFP-012-009**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-009.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$22,000.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-009, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-009, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by

the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory

by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

**11. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**12. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**13. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**15. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**16. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-009 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-009, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-009 and Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January, 2012.



**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**ATTEST:**

\_\_\_\_\_

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**THE ARC GLOUCESTER**

\_\_\_\_\_  
**ANA RIVERA,  
EXECUTIVE DIRECTOR**

**CONTRACT BETWEEN  
THE ABILITIES CENTER OF SOUTHERN NEW JERSEY, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of **January 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **The Abilities Center of Southern New Jersey, Inc.**, of 1208 Delsea Drive, Westville, New Jersey 08093, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for Vocational Rehabilitation for the residents of Gloucester, as more particularly set forth in **RFP-012-010**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-010.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$25,000.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-010, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-010, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good

faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out

any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount

of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations

following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

At all times during the term of this Agreement, the Donor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-010 issued by the County of Gloucester and Vendor's responsive proposal dated. Should there occur a conflict between this form of contract and RFP-012-010, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-010 and the Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of January, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**ATTEST:**

\_\_\_\_\_

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ABILITES CENTER OF SOUTHERN  
NEW JERSEY, INC.**

\_\_\_\_\_  
**SUSAN PERRON,  
EXECUTIVE DIRECTOR**



E1

**CONTRACT BETWEEN  
NEWPOINT BEHAVIORAL HEALTH CENTER  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Newpoint Behavioral Health Center**, of 404 Tatum Street, Woodbury, New Jersey 08096, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for psychiatric services for the citizens in need of said services on an emergency basis, as more particularly set forth in **RFP-012-013**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-013.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$45,000.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-013, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-013, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by

the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory

by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

**11. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**12. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**13. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**15. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**16. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-013 issued by the County of Gloucester and Vendor's responsive proposal dated. Should there occur a conflict between this form of contract and RFP-012-013, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-013, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**ATTEST:**

\_\_\_\_\_

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**NEWPOINT BEHAVIORAL  
HEALTH CENTER**

\_\_\_\_\_  
**JOHN ZUKAUSKAS,  
EXECUTIVE DIRECTOR**



E1

**CONTRACT BETWEEN  
NEWPOINT BEHAVIORAL HEALTH CENTER  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of **January 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Newpoint Behavioral Health Center**, of 404 Tatum Street, Woodbury, New Jersey 08096, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for outpatient services, including psychiatric evaluation, medication monitor and intake assessments, as more particularly set forth in **RFP-012-013**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-013.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$151,000.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-013, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-013, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any

regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to

this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver

certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

At all times during the term of this Agreement, the Donor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

**11. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**12. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**13. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**15. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**16. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be

adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS** This Contract consists of this Contract document, RFP-012-013 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-013, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-013 and Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**ATTEST:**

\_\_\_\_\_

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMINGER, DIRECTOR**

**NEWPOINT BEHAVIORAL  
HEALTH CENTER**

\_\_\_\_\_  
**JOHN ZUKAUSKAS,  
EXECUTIVE DIRECTOR**



E1

**CONTRACT BETWEEN  
NEWPOINT BEHAVIORAL HEALTH CENTER  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 18<sup>th</sup> day of January 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Newpoint Behavioral Health Center**, of 404 Tatum Street, Woodbury, New Jersey 08096, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for services to meet the personnel and program requirements of the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in the New Jersey Administrative Code (Title 8, Chapter 52) as revised effective January 1, 1987, insofar as they apply to the Mental Health Services described herein, as more particularly set forth in **RFP-012-013**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012, as more specifically in RFP-012-013.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$17,500.00, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-013, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-013, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain

general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

**11. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**12. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**13. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**15. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**16. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by

mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-013 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-013, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-013 and Vendor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of January, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**NEWPOINT BEHAVIORAL  
HEALTH CENTER**

\_\_\_\_\_  
**JOHN ZUKAUSKAS,  
EXECUTIVE DIRECTOR**



E-1

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00234 DATE 1/10/12  
BUDGET NUMBER - CURRENT YR 2-01-27-363 001-20204 B DEPARTMENT Human Services  
AMOUNT OF CERTIFICATION \$ 112,500.00 COUNTY COUNSEL Thomas Cumpo

DESCRIPTION: Total amount of contract is \$45,000.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with Newpoint Behavioral Health Center to provide for Emergency Screening Services for citizens in need of Psychiatric Services. Proposals were received via RFP #012-013 for a one year term for the period of January 1, 2012 to December 31, 2012.

VENDOR: Newpoint Behavioral Health Center

ADDRESS: 404 Tatum Street

Woodbury NJ 08096

Don A. Cragg  
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☒ NOT APPROVED

meeting 1/10/12

DATE PROCESSED

1-11-12

E-1

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO.

12-00235

DATE

1/10/12

BUDGET NUMBER - CURRENT YR

2 01-27-3-4-001-20201

B

DEPARTMENT

Human Services

AMOUNT OF CERTIFICATION

\$5500.00

COUNTY COUNSEL

Thomas Campo

DESCRIPTION: To enter into a Public Donor Agreement with Art Gloucester to provide treatment for the abused and the neglected mentally challenged citizens of Gloucester County between the ages of zero (0) and three (3) years in the amount of \$22,000.00 for a term of one (1) year beginning January 1, 2012 and terminating December 31, 2012.

VENDOR:

ARC OF Gloucester County

ADDRESS:

1555 Gateway Blvd

Woodbury, NJ 08096

Lin A. Caray

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]

PURCHASING AGENT



RETURNED TO DEPARTMENT  
NOT APPROVED

meeting 1/10/12

DATE PROCESSED

1-11-12

E-1

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO.

12-00236

DATE

1/9/12

BUDGET NUMBER - CURRENT YR

2-01-27-365-001-20201

B

DEPARTMENT

Human Services

AMOUNT OF CERTIFICATION

\$6250.00

COUNTY COUNSEL

Thomas Campo

Description: Total amount of Contract is \$25,000.00. Balance will be encumbered upon approval of permanent budget. Entering into a contract with the Abilities Center of Southern NJ to provide Vocational Rehabilitation for the residents of Gloucester County, for a term of one (1) year commencing January 1, 2012 and terminating December 31, 2012.

VENDOR:

Abilities Center of Southern NJ, Inc

ADDRESS:

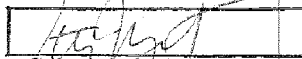
1208 Delsea Drive

Westville NJ 08093



DEPARTMENT HEAD APPROVAL

APPROVED



PURCHASING AGENT



RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED

1-11-12

1/11/12 mmbly

F-1  
COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

**Certificate of Availability of Funds**

TREASURER'S NO. 12-00238 DATE 1/9/12

2-01-27-362-001-20201  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$20,615.00 COUNTY COUNSEL Thomas Campa

DESCRIPTION: Total amount of contract is \$82,460.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with The Center of Family Services, Inc. to provide after school treatment programs for Gloucester County Community Youth through the Family Support Center. For a term of one (1) year beginning January 1, 2012 and terminating on December 31, 2012. RFP #012-008.

VENDOR: Center for Family Services

ADDRESS: 584 Benson Street

Camden NJ 08103

*Jim A. Cray*  
DEPARTMENT HEAD APPROVAL

APPROVED

*[Signature]*  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☒ NOT APPROVED

DATE PROCESSED

1-11-12

1/13/12 meeting

F. 1  
COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO.

12-00237

DATE

1/9/12

BUDGET NUMBER - CURRENT YR

1-0-27-566-001-20201

B

DEPARTMENT

Human Services

AMOUNT OF CERTIFICATION

\$22,683.50

COUNTY COUNSEL

Thomas Campa

DESCRIPTION: Total amount of contract is \$90,734.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with The Center for Family Services, Inc. to provide Shelter Care and Housing for Juveniles in Family Crisis. For a term of one year beginning on January 1, 2012 and terminating on December 31, 2012.

VENDOR: Center for Family Services

ADDRESS: 584 Benson Street

Camden, NJ 08103

*Jim A. Ceray*  
DEPARTMENT HEAD APPROVAL

APPROVED

*[Signature]*  
PURCHASING AGENT



RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED

1-11-12

1/15/12 meeting

E 1  
COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00239 DATE 1/10/12  
BUDGET NUMBER - CURRENT YR 2-01-27-303 001-20201 B DEPARTMENT HUMAN SERVICES  
AMOUNT OF CERTIFICATION \$39,750.00 COUNTY COUNSEL Thomas Campa

DESCRIPTION: Authorizing award of a contract to Newpoint Behavioral Health Center for the period of January 1, 2012 to December 31, 2012 and will provide Outpatient Services including psychiatric evaluations and medication monitoring. Proposals were received via RFP #012-013 from interested providers and are for a minimum contract of Zero and a maximum contract amount of \$151,000.00

VENDOR: Newpoint Behavioral Health Center

ADDRESS: 404 Tatum Street

Woodbury NJ 08096

Lin A. Carey

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT  
☐ NOT APPROVED

DATE PROCESSED

1-11-12

1/18/12 meeting

E-1

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00240 DATE 1/10/12

BUDGET NUMBER - CURRENT YR 2-01-27-363-001-20202 B          DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$4375.00 COUNTY COUNSEL Thomas Simp

DESCRIPTION: Total amount of contract is \$17,500.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with Newpoint Behavioral Health Center for services to meet their personnel and program requirements of the recognized public health activities and minimum standards of performance for local boards of health in the New Jersey administrative code (Title 8, Chapter 52) as revised effective January 1, 1987 insofar as they apply to mental health services described herein. For a term of one (1) year beginning January 1, 2012 and shall terminate on December 31, 2012. RFP #012-013

VENDOR: Newpoint Behavioral Health Center

ADDRESS: 404 Tatum Street

Woodbury NJ 08096

Lin A. Curry

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT



RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 1-11-12

meeting 1/11/12



E1

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

TO: Rick DeCosta

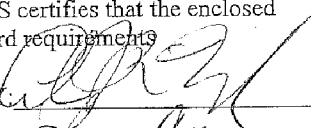
DEPARTMENT: Human Services

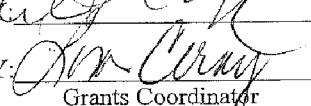
GRANT TITLE: FY2019 Title XX Transportation

DATE: December 15, 2011

#### CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: December 28, 2011

Jan 18





State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES  
SOUTHERN BUSINESS OFFICE – CN #720  
4 ECHILON PLAZA, 1<sup>ST</sup> FLOOR  
201 LAUREL ROAD  
VORHEES, NJ 08043

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

November 16, 2011

Mr. Rick Decosta  
Gloucester County Department of Human Services  
Division of Transportation  
115 Budd Blvd.  
West Deptford, NJ 08096

Re: Contract # 12AQHS

Dear Mr. Decosta :

I am pleased to inform you that the Department of Children and Families (DCF), Division of Youth and Family Services (DYFS), will be renewing the contract with your agency. Your current contract will expire on December 31, 2011.

Enclosed is a contract renewal package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Chapter 51, Business Associate Agreement, Affirmative Action Forms and the Notification of Licensed Public Accountant (NLPA). Contract forms including the Annex A and the Annex B (if applicable) are also available for downloading on the DCF Contract Website at [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract). **Providers are encouraged to utilize the website and download the forms. Other documents that are specific to your agency may be scanned or prepared in a PDF format so that they may be transmitted through the email system.**

As you are aware, DCF receives State funds for this contract through State appropriations -- typically through the annual appropriations act. Because we are sending out your renewal package prior to the new state fiscal year the funding level in the renewal package is dependent on the budget for the State fiscal year which begins on July 1, 2012. The contract Standard Language Document contains a provision making it contingent upon the availability of funds to DCF. Whether funds are available to DCF will be determined by DCF in

its sole discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or funding to be provided under this contract(s) or to terminate the contract(s) pursuant to the contract terms.

This letter is being made a part of the above referenced contract renewal package. Please countersign below and return this letter to your contract administrator.

You will find below important information regarding your contract renewal packet.

**State Law PL2001, c.134**

This law requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your renewal package. Information regarding proof of registration can be found at [www.state.nj.us/treasury/revenue/proofreg.htm](http://www.state.nj.us/treasury/revenue/proofreg.htm).

**Audit Requirements**

1. Submit the completed Notification of Licensed Public Accountant (NLPA), with your renewal package. The NLPA form can be found at [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract). The auditor's license must be attached to the completed NLPA.
2. Within 120 days after the close of your current contract, submit your agency's audit report to: Department of Children and Families, Office of Auditing and Contract Negotiations, PO Box 729, Trenton, NJ 08625-0729. Send a copy of the audit report to your assigned contract administrator.
3. Make certain that all information supplied applies to your agency's *current* contract, not the renewal contract.
4. For more information, please refer to the DCF Audit Requirements Policy, DCF.P7.06-2007 at: [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract).

**Business Associates Agreement (HIPAA)**

If applicable to your contract, included with this contract renewal packet is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), DCF, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

**Public Law 2005, Chapter 51**

The Public Law 2005, Chapter 51 is required for all for-profit providers and for individual providers. The law requires the certification and disclosure of certain political contributions and the subsequent ineligibility of the contracted provider to do business with the State of New Jersey if the contract exceeds \$17,500 and a political contribution has been made.

1. Chapter 51 documents must be completed and signed and returned with the renewal package.
2. Please note that contracts cannot be renewed without the inclusion of these documents.
3. If an agency has more than one contract, this paperwork must be completed for each contract.
4. Information on Chapter 51 and the aforementioned related forms can be obtained from the Department of Treasury website at [www.nj.gov/treasury/purchase/execorder134.htm](http://www.nj.gov/treasury/purchase/execorder134.htm).

**Certificate of Employee Information Report**

Under NJSA 10:5-31, Et.Seq (NJAC 17:27), a Certificate of Employee Information Report is required before the awarding of social service contract funding. Please include the Certificate of Employee Information Report with your renewal packet. Provider agencies can obtain this certificate by completing and submitting an Employee Information Report to the Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity. The Employee Provider Report form and instructions can be found on the Treasury website at: [www.nj.gov/treasury/contract\\_compliance](http://www.nj.gov/treasury/contract_compliance).

**Proof of Insurance**

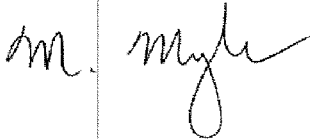
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its mailing address). Also, bonding certificates/insurance must be submitted. Please refer to the Standard Language Document (DCF.P2.01) for more information.

Please return all requested materials to me by **December 16, 2011**. Be mindful that funding cannot be released until all contract documents are executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning the renewal process, please contact me at 856-772-1549.

Thank you for your service to the children and families of New Jersey.

Sincerely,



Madeleine Myles  
Contract Administrator I  
Southern Business Office

I agree to the terms of this letter. This letter is made a part of the contract listed above 

X Robert M. Damming Freeholder Director	<u>Gloucester Co. Division of Transportation</u> Name of Agency	<u>                    </u> Date
---	--	-------------------------------------

Enclosures

## Standard Language Document for Social Service and Training Contracts

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

### **I. DEFINITIONS**

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.09 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

**III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

laws, rules and regulations (collectively, "laws"), including but not limited to the following:

- a) State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b) The federal Civil Rights Act of 1964 (as amended);
- c) P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d) The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e) The federal Equal Employment Opportunity Act;
- f) Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; and
- g) The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

to comply with this paragraph or the above referenced citation will result in cause for the Department to Terminate this contract.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer and Provider Agency, partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness.

The amount of the set-off shall not allow for the deduction of any expense or other deductions that might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the contractor (Provider Agency) agrees as follows:

- a) The contractor and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b) Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c) The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
  - Employment;

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

- Upgrading;
  - Demotion, or transfer;
  - Recruitment or recruitment advertising;
  - Layoff or termination;
  - Rates of pay or other forms of compensation; and
  - Selection for training, including apprenticeship.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e) The contractor and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f) The contractor and subcontractor(s) will send a notice to each labor union or representative or workers with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g) The contractor and subcontractor(s) agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with N.J.A.C.17:27-5.2.
- i) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

- j) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable state and federal law and applicable state and federal court decisions.
- k) The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l) The contractor shall submit, after notification of award but prior to execution of a contract, a Certificate of Employee Information Report.
- m) The contractor and its subcontractors shall furnish such reports or other documents to the DCF from time to time in order to carry out the purposes of these regulations, and DCF shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.07 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.08 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a) Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b) Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

- c) Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d) Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e) Accounting records supported by source documentation;
- f) Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g) Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

**Section 3.09 Audit.** The Department requires submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

Section 3.10 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

**IV. TERMINATION**

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status,

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

and take any action(s) listed in accordance with Department Policy Circular DCF.P9.05, Contract Default. Notice shall follow the procedures established in the Policy.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.09 Audit.

**V. ADDITIONAL PROVISIONS**

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) ( N.J.S.A. 10:5-1 et. seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a) Approve the assignment and continue the Contract to term;
- b) Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department;  
or

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

- c) Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may terminate the Contract for Cause.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.06a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.06a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon the availability of funds.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 *et seq.*, Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his



**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 15 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: 

(Signature)

Robert M. Damming

BY: 

(Signature)

Jewel Johnson

TITLE:

Freeholder Director

TITLE:

Business Administrator—Southern  
Business OfficePROVIDER  
AGENCY:Gloucester County Department of  
Human Services—Division of  
Transportation

(Type)

DEPARTMENTAL  
COMPONENT:

DCFADYFS

(Type)

DATE:

DATE:

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: 12AQHS

Contract Ceiling: \$60,733

Federal ID#: 21-60006607

Provider Contact Individual: Rick DeCosta

---

(Print Name)

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

# ANNEX A

**I. Please indicate which Division/Office the Contract is being awarded through:**

- ☐ DIVISION OF CHILD BEHAVIORAL HEALTH SERVICES (DCBHS)
- ☐ DIVISION OF PREVENTION AND COMMUNITY PARTNERSHIP (DPCP)
- ☒ DIVISION OF YOUTH AND FAMILY SERVICES (DYFS)
- ☐ TRAINING ACADEMY
- ☐ OFFICE OF CENTRAL OPERATIONS
- ☐ OFFICE OF COMMUNICATION AND LEGISLATION
- ☐ OFFICE OF EDUCATION

**II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):**

- |   |           |
|---|-----------|
| 1. Transportation - General/Title Xx    | 11. _____ |
| 2. Transportation - Vocational Training | 12. _____ |
| 3. _____                                | 13. _____ |
| 4. _____                                | 14. _____ |
| 5. _____                                | 15. _____ |
| 6. _____                                | 16. _____ |
| 7. _____                                | 17. _____ |
| 8. _____                                | 18. _____ |
| 9. _____                                | 19. _____ |
| 10. _____                               | 20. _____ |

**Note:** Each program must have its own Section 2 which includes the following:

- Section 2.1 Program Name and Service Delivery Information
- Section 2.2 Program Description
- Section 2.3 Performance Outcomes
- Section 2.4 Personnel Information Sheet
- Section 2.5 Level of Service Form

---

# GENERAL CONTRACT INFORMATION

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**CONTRACT SUMMARY SHEET**

<b>Provider Agency</b>	Gloucester County Division Of Transporta Services	<b>Contract #</b>	12AQHS
<b>Mailing Address</b>	115 Budd Blvd. P.O. Box 337 West Deptford, NJ 08096	<b>Federal ID</b>	216000660
<b>Telephone Number</b>	856 - 686 -8355		
<b>Provider Agency Fiscal Year End</b>	2012		

<b>Contract Effective Date</b>	01/01/12	<b>to</b>	12/31/12	<b>Contract Ceiling</b>	\$60733
--------------------------------	----------	-----------	----------	-------------------------	---------

<b>Organization Type</b>	County	<input checked="" type="checkbox"/>	
	Municipal (i.e. School)	<input type="checkbox"/>	
	Private, Non-Profit	<input type="checkbox"/>	
	Private, For-Profit	<input type="checkbox"/>	% Indicate % of profit charged towards contract
	Faith-Based	<input type="checkbox"/>	
	Hospital-Based	<input type="checkbox"/>	

<b>Chief Executive Officer</b>	Robert M. Dammingner
<b>Title</b>	Freeholder Director
<b>Mailing Address</b>	P.O. Box 337 2 S. Broad Street Woodbury, Nj 08096
<b>Telephone Number</b>	856 - 853 -3395
<b>Fax Number</b>	856 - 853 -3308
<b>E-Mail Address</b>	rdamminger@co.gloucester.nj.us

**All notices relevant to this contract should be sent to:**

<b>Name &amp; Title</b>	Rick Decosta, Coordinator Special Transportation
<b>Mailing Address</b>	P.O. Box 337 115 Budd Blvd. West Deptford, Nj 08096
<b>Telephone Number</b>	856 - 686 -8355
<b>Fax Number</b>	856 - 686 -8361
<b>E-Mail Address</b>	rdecosta@co.gloucester.nj.us

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE**

The Annex A is an important part of your contract because it explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

**Contract Summary Sheet**

**Provider Agency:** Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

**Contract Number:** Enter the Contract Number as stated in the contract Award or Renewal Letter.

**Mailing Address:** Enter the mailing address of the Managing Agency

**Federal Identification Number:** Enter the Federal Identification Number assigned to the Managing Agency.

**Telephone Number:** Enter the area code and telephone number of the Managing Agency.

**Provider Agency Fiscal Year:** Enter the provider agency's fiscal year.

**Contract Effective Dates:** Enter the contract start and end dates as indicated in the Renewal Letter.

**Contract Ceiling:** Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

---

**Organization Type:** Check the type of organization entering into the contract.

**Chief Executive Officer:** Enter the name of the person responsible for all contract operations as designated by a resolution of the governing body.

**Title:** Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

**All notices relevant to this contract should be sent to:** Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials



**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
REQUIRED CONTRACTS DOCUMENT CHECKLIST**

CONTRACT

ADMINISTRATOR:

Madeleine Myles

CONTRACT NUMBER: 12AQHS

Gloucester County Department Of Human

NAME OF AGENCY:

Services - Division Of Transportation

CONTRACT PERIOD: 01/01/2012-12/31/2012

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your contract administrator. Forms that are not included in the following pages, can be found by accessing the website at [www.nj.gov/def](http://www.nj.gov/def) and clicking on the link to 'Contract and RFP Information'.

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission or if Not Applicable
<b>1. Contract Documents</b>				
A.	Standard Language Document with original signature (additional copies requested must also have original signature)	3	<input type="checkbox"/>	
B.	Annex A (includes Section 2 for each program funded)	2	<input type="checkbox"/>	
C.	Annex B –Budget Form (Expense Summary, Detail and Schedules 1- 6) / Annex B2	2	<input type="checkbox"/>	
D.	Schedule of Estimated Claims, if applicable	3	<input type="checkbox"/>	
E.	Public Law 2005, Chapter 51 (formerly known as Executive Order 134) Contractor Certification and Disclosure of Political Contributions Form	N/A	<input type="checkbox"/>	
F.	Ownership Disclosure Form	N/A	<input type="checkbox"/>	
G.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form	1	<input type="checkbox"/>	
<b>2. Agreements</b>				
H.	List of all Contracts/Grants (included in Annex A and/or Annex B)		<input type="checkbox"/>	
I.	Subcontract/Consultant Agreement(s) (related to DCF Contracts)		<input type="checkbox"/>	
J.	Private/Public Donor Agreement (s) for Match Responsibilities	1	<input type="checkbox"/>	
K.	HIPAA Business Associate Agreement	1	<input type="checkbox"/>	
<b>3. Insurances/Licenses/Certificates</b>				
L.	Liability Insurance Declaration Page and/or Malpractice Insurance	1	<input type="checkbox"/>	
M.	Bonding Certificate		<input type="checkbox"/>	
N.	Applicable Licenses		<input type="checkbox"/>	
O.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302)	1	<input type="checkbox"/>	
P.	Health/Fire Certificates		<input type="checkbox"/>	
Q.	Certificate of Occupancy or Continued Certificate of Occupancy		<input type="checkbox"/>	
R.	Lease or Mortgage		<input type="checkbox"/>	
S.	Certificate of Incorporation		<input type="checkbox"/>	
<b>4. Documents Required for Non Profit Agencies and as applicable, for Profit Agencies</b>				
T.	Standardized Board Resolution indicating who is authorized to sign: Contracts & Checks (DCF.P1.06-2007)	1	<input type="checkbox"/>	
U.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors	1	<input type="checkbox"/>	
V.	Copy of the most recently approved Board Minutes		<input type="checkbox"/>	
W.	Agency By-Laws		<input type="checkbox"/>	
X.	Tax Exempt Certification		<input type="checkbox"/>	
Y.	Form 990		<input type="checkbox"/>	

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission or if Not Applicable
<b>5. Documents Required for Profit Agencies only</b>				
Z.	U.S. Corporation Income Tax Return, Form 1120		<input type="checkbox"/>	
<b>6. Agency Policies and Organizational Information</b>				
AA.	Organizational Chart	1	<input type="checkbox"/>	
BB.	Personnel Manual (including job descriptions of staff) and Employee Handbook		<input type="checkbox"/>	
CC.	Affirmative Action Policy/Plan		<input type="checkbox"/>	
DD.	Conflict of Interest Policy		<input type="checkbox"/>	
EE.	Procurement Policy (DCF.CRM 2.3)		<input type="checkbox"/>	
FF.	Equipment Inventory (items purchased with DCF funds)	1	<input type="checkbox"/>	
<b>7. Audit</b>				
GG.	Notification of Licensed Public Accountant (NLPA) -include copy of Accountant's Certification	1	<input type="checkbox"/>	
HH.	Copy of Audit		<input type="checkbox"/>	
<b>8. Other Supporting Documents</b>				
II.	Annual Report to Secretary of State		<input type="checkbox"/>	
JJ.	Annual Report -Charitable Organizations		<input type="checkbox"/>	
KK.	ACH - Credit authorization for automatic deposits (for new requests only)		<input type="checkbox"/>	
LL.	W-9 Form (for New Agencies only)		<input type="checkbox"/>	
<b>Additional Division/Office Specific Forms:</b>				
1.			<input type="checkbox"/>	
2.			<input type="checkbox"/>	
3.			<input type="checkbox"/>	
4.			<input type="checkbox"/>	
5.			<input type="checkbox"/>	
6.			<input type="checkbox"/>	
7.			<input type="checkbox"/>	
8.			<input type="checkbox"/>	
9.			<input type="checkbox"/>	
10.			<input type="checkbox"/>	

The contracted agency agrees to submit, to the DCF Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the agency's Board of Directors, when applicable.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM

Supporting Information for Contract #: 12AQHS

Contract Period: 01/01/2012 to 12/31/2012

Agency: Gloucester County Department Of Human Services, Division Of Transportation Services

**Certification:**

We certify that the information contained in, or attached to, this contract document is accurate and complete.

X  
Chair, Board of Directors  
(Original signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
(Original signature)

\_\_\_\_\_  
Date

**Please List Authorized Signatories for contract documents, checks, and invoices:**  
(List full name and title)

Robert M. Damminger  
Name

Freeholder Director  
Title

Gary Schwarz  
Name

Treasurer  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

### STANDARDIZED BOARD RESOLUTION FORM

The Board endorses the following commitments as defined in this document:

**1. Health Insurance Portability and Accountability Act (HIPAA)\***

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- ☒ A. A covered entity (as defined in 45 CFR 160.103)
- ☐ B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- ☐ C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

\* **NOTE: This section does not apply to DCF Office of Education Contracts.**

**2. Legal Advice**

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

**3. Public Law 2005, Chapter 51**

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

**4. Public Law 2005, Chapter 92**

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

## List of Contracts/Grants

[illegible]

# SECTION 1

## AGENCY INFORMATION

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

**Section 1.1: Authorized Signatures**

**Name and Position:** Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

**Number of Signatures Required:** Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

**Section 1.2: Agency/Organization Description**

Answer and clearly label all questions as outlined.

**Section 1.3: Agency Personnel Information**

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

*Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Contract Number: 12AQHS

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
AUTHORIZED SIGNATURES  
Section 1.1

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required
Contract	1 Robert M. Damminger	Freeholder Director	1
	2 <i>X</i>		
	3		
Quarterly and Final Financial Reports	1 Rick Decosta	Coordinator, Special Transportation Services	1
	2 <i>RD</i>		
	3		
Contract Modification	1 Robert M. Damminger	Freeholder Director	1
	2 <i>X</i>		
	3		
Checks	1 Gary Schwarz	Treasurer	
	2 <i>X</i>		
	3		
Other Contracts and Agreements	1 Robert M. Damminger	Freeholder Director	
	2 <i>X</i>		
	3		

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

**1. Summarize the agency's purpose and mission.**

- Indicate long and short term goals
- Identify the agency's method for goal measurement

To provide transportation to elderly, disabled and low-income residents of Gloucester County who are Title XX eligible. DTS identifies the success in goal achievement through a periodic review of goals and objectives in grant applications, reviews and the annual budget submission. DTS is annually obligated to update goals and objectives as part of their request for funding. As part of those requests, DTS staff reviews stated goals and measures success and/or failure to those goals.

**2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

To provide transportation to elderly, disabled and low-income residents of Gloucester County who are Title XX eligible. DTS identifies the success in goal achievement through a periodic review of goals and objectives in grant applications, reviews and the annual budget submission. DTS is annually obligated to update goals and objectives as part of their request for funding. As part of those requests, DTS staff reviews stated goals and measures success and/or failure to those goals.

**3. Describe the Agency's self-evaluation process.**

- Identify the tools used
- Explain their function in the quality improvement process
- Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings

>Tools - Passenger surveys, driver observations by DTS staff; Periodic review of goals and objective; Annual employee evaluations, Ridership Reports.

>Function - Each tool is helpful in providing a snap-shot of employee performance and customer satisfaction which are the critical elements in providing transportation required service.

**4. Provide a brief description of the agency's most significant accomplishment to date.**

DTS has expanded service to meet the needs of eligible Gloucester County residents for a wide array of non-emergency medical services, dialysis-related transportation, vocational training sites, gainful employment and essential personal business which continues to exceed the capabilities of the Division of Transportation Services. 160,000+ rides were provided in 2009.

**5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.**

DTS coordinates service with other counties and other transportation providers in order to provide the most efficient service possible. As part of this coordination effort, DTS has a transportation agreement with the Gloucester County Division of Social Services to ensure that low-income residents access important medical appointments. DTS attends county events, distributes brochures and attends county-wide meetings to ensure that transportation services are known to residents in need.

**6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

Contract with Gloucester County Division of Social Services (Medicaid), Agreement with Gloucester County Chapter of the American Red Cross, Service agreement with Camden County Sen-Han Transportation, Service Agreement with South Jersey Transportation Authority, Transportation contract with one faith-based operator, Paulsboro CDC - Appendix A.

**7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

DTS is proud that service is provided county-wide with particular emphasis on access known to have higher concentrations of low-income residents. Municipalities such as Williamstown, Paulsboro, Westville and Woodbury have the highest concentrations of low-income residents and DTS provides a great deal of transportation to residents in these areas.

**8. Describe the agency's approach to staff training and development.**

DTS budget funds to ensure staff participation at training opportunities and professional development. Drivers are also required to receive driver orientation and training as part of their job duties.

**Annex A**  
**CORE AGENCY PERSONNEL INFORMATION**  
**Section 1.3**

[illegible]

---

# SECTION 2

## PROGRAM INFORMATION

*The following four parts must be completed  
for  
each individual  
contracted program/component*

*Please note that additional requirements or  
stipulations may be necessary for an identified  
program and will be forwarded to you, as  
applicable, by the Department of Children and  
Families, Office of Contract Administration.*

## SECTION 2

### **Program Description and Service Delivery Information**

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at [www.nj.gov/dcf](http://www.nj.gov/dcf) and clicking on the link to "Contract and RFP Information".

#### **Section 2.1: Program Name and Service Delivery Information**

Provide program name, site address, and other identifying information as requested on the form. Attach additional pages if services are being provided at multiple sites.

**Services will be provided as follows:** For each day of the week, enter the hours the agency will provide contracted services. Please indicate if there is a difference among any of the contracted services in the program specific narrative. Provide information on the accessibility of services, including the hours and days that services will be available to clients.

**Services will not be provided on the following occasions:** List the occasions and dates when services will not be available, e.g. December 25-Christmas, July 4-Independence Day, etc. Attach a school calendar when appropriate.

#### **Section 2.2: Program Description**

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

#### **Section 2.3: Performance Outcomes**

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

#### **Section 2.4: Program Personnel Information Sheet**

*Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program  
(*Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such*)
- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

### **Section 2.5: Level of Service Form**

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

**Service Type:** Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

**Description of Unit Measurement:** Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

**Number of Contracted Slots/Units:** Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

**Annualized Units:** Equivalent to the Annual Total under Column 3 on chart.

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

**Column 2:** Indicate Actual Number of Expected Days of Service or Units Per Month.

**Column 3:** Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

**Annual Totals:** This number will equal annualized number of units to be contracted per program type.





## COUNTY HOLIDAYS

BOARD OF  
CHOSEN FREEHOLDERS  
  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
**Robert M. Damminger**

FREEHOLDER LIAISON  
**Vincent H. Nestore, Jr.**



DEPARTMENT OF HUMAN  
SERVICES

DIVISION OF  
TRANSPORTATION  
SERVICES

DIRECTOR  
**Lisa Cerny**

COORDINATOR  
**Rick DeCosta**

115 Budd Boulevard  
West Deptford, NJ 08096

Phone 856.686.8355  
Fax 856.686.8361

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service – 711  
Toll Free 1.800.852.7897

The following is the schedule of approved holidays that will be observed by the Division of Transportation Services for the year 2012:

New Year's Day	Monday	January 2
Martin Luther King Jr. Day	Monday	January 16
President's Day	Friday	February 20
Good Friday	Friday	April 6
Memorial Day	Monday	May 28
Independence Day	Wednesday	July 4
Labor Day	Monday	September 3
Columbus Day	Monday	October 8
Election Day	Tuesday	November 6
Veterans Day	Monday	November 12
Thanksgiving	Thursday	November 22
	Friday	November 23
Christmas	Tuesday	December 25



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Gloucester County Division Of  
Program Name: Transportation Services

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

DTS provides advanced reservation, curb to curb transportation to non-emergency medical appointments for senior citizens, people with disabilities and low income residents. DTS receives applications from people with disabilities who are seeking transportation to vocational endeavors to enhance their work skills. Through the application process and outreach efforts, DTS is able to identify those in need of transportation services and fulfill our purpose by offering services to our most disadvantaged residents.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

DTS targets (a) people with disabilities who are in need of sheltered workshop transportation and (b) low income residents in need of transportation to non-emergency medical appointments and essential personal business.

☐ DTS has been providing transportation to these target populations under Title XX funding since 1988.

☐ People using the service need reliable and affordable transportation in order to

access needed services. Without transportation, people would become shut-ins causing them to miss out on employment opportunities as well as needed medical attention.

☐ People served under this contract are financially disadvantaged and/or disabled which precludes them from owning an automobile. By being mobility challenged, people served under this contract are able to participate in activities that others take for granted.

**3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.**

DTS intends to remove the barrier of transportation for people with disabilities who want to attend sheltered workshop employment as well as low income residents who need to access proper medical care. DTS is looking to transport 50 people on a daily basis to sheltered workshop employment and transport 120 low income people throughout the year who want to access medical and/or personal business appointments.

**4. Describe the program service delivery method (i.e. in the community, on site).**

The delivery method is curb-to curb transportation to/from home and locations that offer the services outlined in this contract.

**5. Detail how customers access services.**

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

There are no physical limitations to accessing the transportation service other than being able to meet vehicles at the curblane. DTS policy does not allow drivers to enter homes or take wheelchairs up/down steps. DTS continues to serve many of our most severely disabled individuals who need to access services.

DTS works closely with the Division of Senior Services and the Office of Education and Disability Services to refer individuals who may require additional services other than transportation. DTS drivers are trained to exchange information with office staff when they encounter someone who may be in an acute situation/environment and may need additional services. These information exchanges within DTS are then shared with appropriate agencies.

DTS has a no-show policy and excessive cancellation policy to ensure that people use our services properly. People who do not use the services properly are notified in writing prior to service suspension. People also have a written grievance procedure to formally object to any decisions regarding service suspension.

DTS has a written application procedure for residents requesting daily transportation for work related activities. When referrals are required, DTS will contact the appropriate agencies by telephone and follow-up in writing as necessary.

**6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.**

DTS is housed within a county building along Route 45 in West Deptford Township. The building is completely accessible. There is limited public transportation in the area, however, DTS does not have many people coming to the office for service. Rather, the telephone is used extensively to schedule rides and drivers are dispatched to people's homes to provide transportation services.

**7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.**

DTS has emergency procedures in place for on the vehicle problems as well as after hours. All DTS vehicles are equipped with 2-way radios to allow for constant contact with the DTS office. Three DTS office staff are equipped with cell phones for drivers and/or office staff to contact after hours. Also, DTS has an arrangement with the Gloucester County Animal Shelter to handle emergency radio calls after 5pm from DTS drivers. The Animal Shelter has a radio system that has the same frequency and their staff is in the office until 6:30pm each weekday.

**8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.**

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

45 unduplicated customers were provided transportation service to vocational training sites.

100 unduplicated low income customers received transportation to non-emergency medical and/or personal business appointments.

---

Program Description cont.

Ridership information is gathered through the DTS routing and scheduling system. Each rider is given a funding code designation and reports can be generated based upon funding designations and/or location information.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Gloucester County Division of  
Transportation Services

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Contract Number: 12AQHS

Program Name: Gloucester County Division Of Transportation Services

PERFORMANCE OUTCOMES

GOALS		OBJECTIVES		ACTIVITIES		PERFORMANCE OUTCOMES	
1.	To provide Title XX eligible residents with greater access to non-emergent medical appointments and essential personal business.	1.	Identify low-income residents who are without proper transportation options.	1.	Maintain open communication with Gloucester County Division of Social Services and low-income housing representatives.	To transport at least 80 unduplicated Title XX clients in 2011. Provide at least 9233 miles of service to eligible clients.	1.
		2.	Maintain proper vehicle and driver levels to serve requests.	2.	Purchase vehicles and train drivers.		
		3.		3.			
		4.		4.			
		5.		5.			
2.	To provide residents who have developmental disabilities (Title XX eligible) with greater access to vocational-training sites.	1.	Identify developmentally disabled adults who are lacking transportation to vocational training opportunities.	1.	Work with area sheltered workshops to quantify transportation needs.	To transport at least 40 unduplicated developmentally disabled adults to vocational training in 2011.  Provide at least 51,500 miles of service to eligible clients.	2.
		2.	Allow developmentally disabled adults to develop vocational skills by offering reliable transportation.	2.	Maintain proper vehicle and driver levels to address transportation requests.		
		3.		3.			
		4.		4.			
		5.		5.			
3.		1.		1.			3.
		2.		2.			
		3.		3.			
		4.		4.			
		5.		5.			
4.		1.		1.			4.
		2.		2.			
		3.		3.			
		4.		4.			
		5.		5.			

Contract Number: 12AQHS

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION**

**Section 2.4**

**Program Name:** Gloucester County Division Of Transportation Services

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Pat Wheeler	8:00am	3:30pm	%	CDL / Commercial Driver's License	Drives senior citizens and people with disabilities from their homes to various destinations by following a prepared daily schedule
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Tracey Cudd	7:00am	2:30pm	%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input checked="" type="checkbox"/> PT	Omnibus Operator	Liz Bauer	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Mike Pizzelli	6:30am	2:00pm	%	CDL / Commercial Driver's License	" " " "
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	George Richardson	7:30am	3:00pm	%	CDL / Commercial Driver's License	" " " "
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Marge Mcgee	8:30am	4:00pm	%	CDL / Commercial Driver's License	" " " "
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Don Whitley	8:00am	3:30pm	%	CDL / Commercial Driver's License	" " " "
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Debra Caltagirone	7:30am	3:00pm	%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input checked="" type="checkbox"/> PT	Omnibus Operator	Kari Kappler	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input checked="" type="checkbox"/> PT	Omnibus Operator	Dana Davis	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4 Continued

**Program Name:** Gloucester County Division Of  
Transportation Services

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input checked="" type="checkbox"/> PT	Omnibus Operator	Carmen Feuerborn	Flexible 30 hours		%	CDL / Commercial Driver's License	Drives senior citizens and people with disabilities from their homes to various destinations by following a prepared daily schedule
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Monica Bilbow	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Sue Blair	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Francisco Melendez	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Chris Bradley	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Calvin Hill	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Elaine Meglinchey	Working in Office		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Jackie Orr	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Anthony Otero	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "
<input type="checkbox"/> FT <input type="checkbox"/> PT	Omnibus Operator	Rene Pistilli Leopardi	Flexible 30 hours		%	CDL / Commercial Driver's License	" " " "



**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Gloucester County Division Of Transportation  
**Service Type:** Handicapped/Developmentally Disabled  
**Description of Unit Measurement:** Miles  
**Number of Contracted Slots/Units:**  
**Number of Annualized Units:** 51,500

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	20	4,292
2	February	20	4,292
3	March	22	4,292
4	April	20	4,292
5	May	22	4,292
6	June	21	4,292
7	July	21	4,292
8	August	23	4,292
9	September	19	4,292
10	October	22	4,292
11	November	18	4,292
12	December	20	4,288
	<b>ANNUAL TOTALS</b>	<b>248</b>	<b>51,500</b>

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Gloucester County Division Of Transportation Services / Handicapped  
**Service Type:** Transportation  
**Description of Unit Measurement:** Mile  
**Number of Contracted Slots/Units:**  
**Number of Annualized Units:** 9233  
*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	20	769
2	February	20	769
3	March	22	769
4	April	20	769
5	May	22	769
6	June	21	769
7	July	21	769
8	August	23	769
9	September	19	769
10	October	22	769
11	November	18	769
12	December	20	774
	<b>ANNUAL TOTALS</b>	<b>248</b>	<b>9,233</b>

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY  
SMART MOVES

PROVIDER Gloucester County Department of Human Services Transportation DATE January 1, 2012

CONTRACT# 12AQHS

THIS ANNEX B-2 SUPERSEDES THE  
ANNEX B-2 DATED January 1, 2011

FEDERAL I.D. # 22-3670025

\*\*\*\*\*

SECTION I: RATES

\*\*\*\*\*

PROGRAM/SERVICE	UNIT OF SERVICES	RATE PER SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Transportation/Title XX	Mile	\$1.00	Fixed	1/1/2012	12/31/2012
Transportation/Voc Training	Mile	\$1.00	Fixed	1/1/2012	12/31/2012

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

\*\*\*\*\*

SECTION II: CONTRACT STIPULATIONS

\*\*\*\*\*

- A. The service capacity of the provider Agency is \_\_\_\_\_ for the term of this contract (check here if not applicable  X  )
- B. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual program expenditures consistent with the Provider's approved budget set fourth in the Contract Budget. This report is due \_\_\_\_\_ days after the end of the reporting period. (Check here if periodic expenditure reporting is not applicable  X  )
- C. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual units of service delivered during the reporting period. This report is due 30 days after the end of the reporting period. (Check here if periodic level of service reporting is not applicable  X  )
- D. Other:

	Maximum SSBG Units		Maximum SSBG Dollars
	100%	95%	
Transportation(XX)	\$9,233	\$8,762	\$9,233
Transportation(VOC)	\$51,500	\$48,925	\$51,500
			\$60,733

In order to receive full reimbursement, a 95% Level of Service is required. If the Level of Service is less than 95%, an adjustment in the SSBG funding will be made by multiplying the number of units below 95% by \$1.00 SSBG Reimbursement per unit.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County Department of Human Services Transportation DATE January 1, 2012

CONTRACT# 12AQHS

SECTION III: GENERAL

- A. Limitations: Use of the rate (s) contained in this Annex is subject to any statutory or administrative limitation. Acceptance of the rate (s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate (s) is subsequently found to be materially incomplete or inaccurate. In addition, if this rate (s) agreed to herein was/were calculated based on the cost contained in the Contract Budget (Annex B), acceptance of the rate (s) is predicated on the conditions that: (1) no costs other than Provider Agency costs were included in the Annex B as finally accepted; (2) all costs reflected in the Contract's Reimbursable Ceiling are allowable under the governing costs principles; and (3) similar types of costs were accorded consistent accounting treatment.
- B. Types of Rates:
1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when actual costs are reported.
  2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually one year.
- C. Notification of State agencies: Copies of this document may be furnished to other State agencies as means of notifying them of the information it contains
- D. Special Remarks:
- (1) A minimum of 6 people per class must attend to count the class for level of service reporting.
  - (2) Attendance sheet for each class to be submitted with the quarterly level of service report.
  - (3) 90% level of service required to recoup 100% of SSBG funds.

SECTION IV: SIGNATURES

BY THE AGENCY

BY THE DIVISION

SIGNATURE

SIGNATURE

Robert M. Damming

Jewel Johnson

NAME

NAME

Freeholder Director

Business Administrator / SBO

TITLE

TITLE

DATE

DATE

DEPARTMENT OF CHILDREN AND FAMILIES  
SCHEDULE OF ESTIMATED CLAIMS  
THIRD PARTY CONTRACTS

☒ ORIGINAL  
☐ MOD#

DIVISION: DYFS ORG CODE: 1640  
PROVIDER NAME: Gloucester Co DHS - Transportation CONTRACT NO.: 12AQHS CONTRACT PERIOD: January 1, 2012 TO December 31, 2012

SERVICE PERIOD	COMPONENT #1 Transportation XX APU:	COMPONENT #2 Transportation VOC APU:	COMPONENT #	COMPONENT #	COMPONENT #	COMPONENT #	COMPONENT #	ESTIMATED CLAIM
MONTH/YEAR			APU:	APU:	APU:	APU:	APU:	MONTHLY YTD
January-12	\$769	\$4,292						\$5,061.00 \$5,061.00
February-12	\$769	\$4,292						\$5,061.00 \$10,122.00
March-12	\$769	\$4,292						\$5,061.00 \$15,183.00
April-12	\$769	\$4,292						\$5,061.00 \$20,244.00
May-12	\$769	\$4,292						\$5,061.00 \$25,305.00
June-12	\$769	\$4,292						\$5,061.00 \$30,366.00
July-12	\$769	\$4,292						\$5,061.00 \$35,427.00
August-12	\$769	\$4,292						\$5,061.00 \$40,488.00
September-12	\$769	\$4,292						\$5,061.00 \$45,549.00
October-12	\$769	\$4,292						\$5,061.00 \$50,610.00
November-12	\$769	\$4,292						\$5,061.00 \$55,671.00
December-12	\$774.00	\$4,288.00						\$5,062.00 \$60,733.00
TOTALS	\$9,233.00	\$51,500.00						\$60,733.00 \$60,733.00

ORIGINAL CONTRACT CEILING \$60,733.00 MOD# 1  MOD# 2  MOD# 3  MOD# 4

AUTHORIZED PROVIDER SIGNATURE:  
Robert M. Damminger

DATE: 12/06/11

CONTRACT SUPERVISOR SIGNATURE:  
Rick DeCosta

EXPENDITURE SUMMARY: ☐ NONE ☐ MONTHLY ☒ QUARTERLY ☐ OTHER  
☒ COST RELATED ☐ NON COST RELATED ADVANCE PAYMENT: ☐ NONE ☒ MONTHLY

REIMBURSEMENT: REIMBURSABLE CONTRACT CEILING: \$60,733.00

☐ PERIODIC REPORTED EXPENDITURES  
☒ INSTALLMENTS  
☐ PROVISIONAL  
☐ FIXED RATE  
REVISED 10/2008  
12 Month Format

FY: 2012 AMOUNT: \$30,366 FY: 2013 AMOUNT: \$30,367

**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: County of Gloucester  
Department of Human Services  
Division of Transportation  
115 Budd Blvd.  
West Deptford, NJ 08096

Contract Number: 12AQHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey ( the "Division"), in accordance with the requirements of N.J.S.A.52:34-13.2.

**Instructions:**

List every location where services will be performed by the Contractor and all Subcontractors.

Is any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By County	Reasons Why Services Cannot be Performed in US
County of Gloucester Department of Human Services Division of Transportation 115 Budd Blvd. P.O. Box 337 West Deptford, NJ 08096	Transportation	Services dispatched from 115 Budd Blvd. West Deptford, NJ 08096	N/A

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient jurisdiction has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: County of Gloucester  
Department of Human Services  
Division of Transportation Services  
115 Budd Blvd.  
West Deptford, NJ 08096

By: \_\_\_\_\_

Title: Freeholder Director

Print Name: Robert M. Damminger

Date: \_\_\_\_\_

Donor Agreement # 12AQHS

### PUBLIC DONOR AGREEMENT

**AGREEMENT** between County of Gloucester Board of Chosen Freeholders (the "Provider Agency") and County of Gloucester, Department of Human Services, Division of Transportation Services (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
  - A. **Donated Resources** means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
  - B. **In-Kind Contributions** means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. **Term** – This agreement shall begin 01/01/2012 (date), and shall terminate on 12/31/2012 (date), barring any outstanding obligations of either party.
3. **Donated Resources** – The Donor agrees to provide Donated Resources in an amount totaling \$ 5,384.00 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
\$1,346.00	04/20/2012		\$1,346.00	\$1,346.00
\$1,346.00	07/20/2012		\$1,346.00	\$1,346.00
\$1,346.00	10/20/2012		\$1,346.00	\$1,346.00
\$1,346.00	01/20/2013		\$1,346.00	\$1,346.00
	<b>TOTAL</b>		\$5,384.00	\$5,384.00

\* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Transportation  
Service Contract Title: Title XX  
Service Contract #: 12AQHS

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.



8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

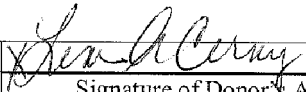

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: 	BY: 
Signature of Donor's Authorized Representative	Signature of the Provider Agency's Authorized Representative

NAME:	Lisa Cerny	NAME:	Robert M. Damminger
TITLE:	Director, Human Services	TITLE:	Freeholder Director
DONOR:	Division of Transportation Services	PROVIDER AGENCY:	County of Gloucester
DONOR ADDRESS:	115 Budd Blvd., West Deptford, NJ 08096	PROVIDER ADDRESS:	P.O. Box 337 Woodbury, NJ 08096
PHONE NUMBER:	856-384-6874	PHONE NUMBER:	856-853-3395
DATED:	12/07/2011	DATED:	12/07/2011

Donor Agreement # 12AQHS

## Attachment A

### In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services		
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs		
E.	Specific Assistance to Clients		
F.	Other	\$5,384.00	\$5,384.00
<b>TOTAL IN-KIND CONTRIBUTIONS</b>		<b>\$5,384.00</b>	<b>\$5,384.00</b>

Donor Agreement # 12AQHS

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services – Division of Transportation with an address of 115 Budd Blvd., West Deptford, PO Box 337, West Deptford, NJ 08096 and the New Jersey Department of Children and Families, Division of Youth and Family Services, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

**A. Definitions:**

1. The terms specified below shall be defined as follows:
  - a. *Agreement*: "Agreement" shall mean this Business Associate Agreement Amending the Underlying Contract.
  - b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
  - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
  - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
  - f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
  - g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
  - h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

- i. *Secretary*: “Secretary” shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
  - j. *Underlying Contract*: “Underlying Contract” shall mean the agreement between Covered Entity and Business Associate for Gloucester County Department of Human Services – Division of Transportation, designated as Contract 12AQHS.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

**B. Obligations and Activities of Business Associate**

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security or intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section G of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS

between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section H of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

**C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

1. *Safeguards.* Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. *Limitations in Notice of Privacy Practices.* In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

**D. Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement**

1. *Term.* This Agreement shall be effective as of 4/14/03 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below;
  - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
  - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
  - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
  - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered



BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**E. Indemnification and Release**

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

**F. Miscellaneous**

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Department of Human  
Services/Division of Transportation Services

115 Budd Boulevard

West Deptford, NJ 08096

Facsimile # (856) 686-8361

BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT 12AQHS  
between the New Jersey Department of Children and Families  
and Gloucester County Department of Human Services—Division of Transportation

Covered Entity: 1. Privacy Officer  
  
DCF HIPAA Privacy Officer  
Office of Licensing and Legal Affairs  
222 South Warren Street, 3<sup>rd</sup> Floor  
P.O. Box 729  
Trenton, NJ 08625-0729

Facsimile # 609-292-2547

2. Office of Contract Administration  
50 E. State Street, 7<sup>th</sup> floor  
P. O. Box 717  
Trenton, NJ 08625-0717

Facsimile # 609-943-3001

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Signature

Jewel Johnson

Printed Name

Business Administrator, SBO  
Title

DCF/DYFS  
Department/Division

Date

(Rev. 3/08)

Business Associate:

X  
Signature

Robert M. Damming  
Printed Name

Freeholder Director  
Title

Gloucester County DHS — Div. of Transportation  
Agency

Date

8



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
PO Box 729  
TRENTON, NEW JERSEY 08625-0729

JON S. CORZINE  
Governor

KIMBERLY S. RICKETTS  
Acting Commissioner

July 7, 2008

Dear Colleague:

The State of New Jersey is committed to ensuring that every State employee is provided with a workplace that is free from any form of unlawful discrimination. The "New Jersey State Policy Prohibiting Discrimination in the Workplace" states that "The State of New Jersey will not tolerate harassment or discrimination by anyone in the workplace, including persons conducting business with the State." This policy applies to the staff of our contracted service provider agencies.

Therefore, the Department of Children and Families (DCF) is disseminating to contracted service provider agencies the following documents:

- 1) New Jersey State Policy Prohibiting Discrimination in the Workplace.
- 2) New Jersey State Model Procedures for Internal Complaints Alleging Discrimination in the Workplace.
- 3) Acknowledgement of Receipt.

Please distribute this important information to your employees. In addition, please sign the Acknowledgement of Receipt and mail it to:

Department of Children and Families  
Office of Equal Employment Opportunity and Affirmative Action  
P.O. Box 729  
Trenton, NJ 08625-0729

I thank you for your cooperation. It is important that we work together to ensure that unlawful discrimination and harassment does not exist anywhere in our workplace.

Sincerely,

Kimberly S. Ricketts  
Acting Commissioner

KSR:1F  
Enclosures



**NEW JERSEY STATE  
POLICY PROHIBITING DISCRIMINATION IN THE WORKPLACE**

**I. POLICY**

**a. Protected Categories**

The State of New Jersey is committed to providing every State employee and prospective State employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

To achieve the goal of maintaining a work environment free from discrimination and harassment, the State of New Jersey strictly prohibits the conduct that is described in this policy. This is a zero tolerance policy. This means that the state and its agencies reserve the right to take either disciplinary action, if appropriate, or other corrective action, to address any unacceptable conduct that violates this policy, regardless of whether the conduct satisfies the legal definition of discrimination or harassment.

**b. Applicability**

Prohibited discrimination/harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale and interferes with work productivity. Thus, this policy applies to all employees and applicants for employment in State departments, commissions, State colleges or universities, agencies, and authorities (hereafter referred to in this section as "State agencies" or "State agency"). The State of New Jersey will not tolerate harassment or

discrimination by anyone in the workplace including supervisors, co-workers, or persons doing business with the State. This policy also applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed).

This policy also applies to third party harassment. Third party harassment is unwelcome behavior involving any of the protected categories referred to in (a) above that is not directed at an individual but exists in the workplace and interferes with an individual's ability to do his or her job. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

## **II. PROHIBITED CONDUCT**

### **a. Defined**

It is a violation of this policy to engage in any employment practice or procedure that treats an individual less favorably based upon any of the protected categories referred to in I4(a) above. This policy pertains to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, demotion, discipline, compensation, fringe benefits, working conditions and career development.

It is also a violation of this policy to use derogatory or demeaning references regarding a person's race, gender, age, religion, disability, affectional or sexual orientation, ethnic background, or any other protected category set forth in I(a) above. A violation of this policy can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Discriminating against an individual with regard to terms and conditions of employment because of being in one or more of the protected categories referred to in I(a) above;
- Treating an individual differently because of the individual's race, color, national origin or other protected category, or because an individual has the physical, cultural or linguistic characteristics of a racial, religious, or other protected category;

- Treating an individual differently because of marriage to, civil union to, domestic partnership with, or association with persons of a racial, religious or other protected category; or due to the individual's membership in or association with an organization identified with the interests of a certain racial, religious or other protected category; or because an individual's name, domestic partner's name, or spouse's name is associated with a certain racial, religious or other protected category;
- Calling an individual by an unwanted nickname that refers to one or more of the above protected categories, or telling jokes pertaining to one or more protected categories;
- Using derogatory references with regard to any of the protected categories in any communication;
- Engaging in threatening, intimidating, or hostile acts toward another individual in the workplace because that individual belongs to, or is associated with, any of the protected categories; or
- Displaying or distributing material (including electronic communications) in the workplace that contains derogatory or demeaning language or images pertaining to any of the protected categories.

b. Sexual Harassment

It is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

- Generalized gender-based remarks and comments;
- Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;
- Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mail, text messages, invitations, gestures or inappropriate comments about a person's clothing;
- Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity; or
- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

### **III. EMPLOYEE RESPONSIBILITIES**

Any employee who believes that she or he has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment is encouraged to promptly report the incident(s) to a supervisor or directly to the State agency's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the State agency to receive workplace discrimination complaints.

All employees are expected to cooperate with investigations undertaken pursuant to VI below. Failure to cooperate in an investigation may result in



administrative and/or disciplinary action, up to and including termination of employment.

**IV. SUPERVISOR RESPONSIBILITIES**

Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the State agency's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the State agency to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment. For purposes of this section and in the State of New Jersey Model Procedures for Processing Internal Complaints Alleging Discrimination in the Workplace (Model Procedures), a supervisor is defined broadly to include any manager or other individual who has authority to control the work environment of any other staff member (for example, a project leader).

**V. DISSEMINATION**

Each State agency shall annually distribute the policy described in this section, or a summarized notice of it, to all of its employees, including part-time and seasonal employees. The policy, or summarized notice of it, shall also be posted in conspicuous locations throughout the buildings and grounds of each State agency (that is, on bulletin boards or on the State agency's intranet site). The Department of the Treasury shall distribute the policy to State-wide vendors/contractors, whereas each State agency shall distribute the policy to vendors/contractors with whom the State agency has a direct relationship.

**VI. COMPLAINT PROCESS**

Each State agency shall follow the Model Procedures with regard to reporting, investigating, and where appropriate, remediating claims of discrimination/harassment. See N.J.A.C. 4A:7-3.2. Each State agency is responsible for designating an individual or individuals to receive complaints of discrimination/harassment, investigating such complaints, and recommending appropriate remediation of such complaints. In addition to the Equal Employment Opportunity/Affirmative Action Officer, each State agency shall designate an alternate person to receive claims of discrimination/harassment.

All investigations of discrimination/harassment claims shall be conducted in a way that respects, to the extent possible, the privacy of all the persons involved. The investigations shall be conducted in a prompt, thorough and

impartial manner. The results of the investigation shall be forwarded to the respective State agency head to make a final decision as to whether a violation of the policy has been substantiated.

Where a violation of this policy is found to have occurred, the State agency shall take prompt and appropriate remedial action to stop the behavior and deter its reoccurrence. The State agency shall also have the authority to take prompt and appropriate remedial action, such as moving two employees apart, before a final determination has been made regarding whether a violation of this policy has occurred.

The remedial action taken may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.

Each State agency shall maintain a written record of the discrimination/harassment complaints received. Written records shall be maintained as confidential records to the extent practicable and appropriate.

## **VII. PROHIBITION AGAINST RETALIATION**

Retaliation against any employee who alleges that she or he was the victim of discrimination/harassment, provides information in the course of an investigation into claims of discrimination/harassment in the workplace, or opposes a discriminatory practice, is prohibited by this policy. No employee bringing a complaint, providing information for an investigation, or testifying in any proceeding under this policy shall be subjected to adverse employment consequences based upon such involvement or be the subject of other retaliation.

Following are examples of prohibited actions taken against an employee because the employee has engaged in activity protected by this subsection:

- Termination of an employee;
- Failing to promote an employee;
- Altering an employee's work assignment for reasons other than legitimate business reasons;
- Imposing or threatening to impose disciplinary action on an employee for reasons other than legitimate business reasons; or
- Ostracizing an employee (for example, excluding an employee from an activity or privilege offered or provided to all other employees).

#### **VIII. FALSE ACCUSATIONS AND INFORMATION**

An employee who knowingly makes a false accusation of prohibited discrimination/harassment or knowingly provides false information in the course of an investigation of a complaint, may be subjected to administrative and/or disciplinary action, up to and including termination of employment. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

#### **IX. CONFIDENTIALITY**

All complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.

#### **X. ADMINISTRATIVE AND/OR DISCIPLINARY ACTION**

Any employee found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of employment. Referral to another appropriate authority for review for possible violation of State and Federal statutes may also be appropriate.

#### **XI. TRAINING**

All State agencies shall provide all new employees with training on the policy and procedures set forth in this section within a reasonable period of time after each new employee's appointment date. Refresher training shall be provided to all employees, including supervisors, within a reasonable period of time. All State agencies shall also provide supervisors with training on a regular basis regarding their obligations and duties under the policy and regarding procedures set forth in this section.

Issued: December 16, 1999  
Revised: June 3, 2005  
Revised: August 20, 2007  
See N.J.A.C. 4A:7-3.1



## STATE OF NEW JERSEY

Division of Contract Compliance &amp; Equal Employment Opportunity

## EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

## SECTION A - COMPANY IDENTIFICATION


1. FID. NO. OR SOCIAL SECURITY 21-6000660	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 28
4. COMPANY NAME County of Gloucester, Division of Transportation Services		
5. STREET 115 Budd Blvd.	CITY West Deptford	COUNTY Gloucester
STATE NJ		ZIP CODE 08096
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) County of Gloucester		CITY Woodbury
STATE NJ		ZIP CODE 08096
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 28		10. PUBLIC AGENCY AWARDING CONTRACT
CITY NJ Dept of Children		COUNTY Camden
STATE NJ		ZIP CODE 08043
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

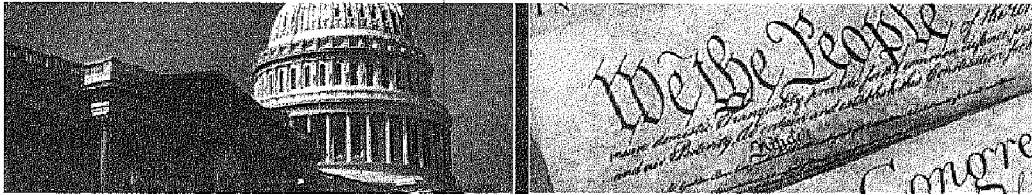
## SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, &amp; 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1						1					
Professionals													
Technicians													
Sales Workers													
Office & Clerical	7		7						1				6
Craftworkers (Skilled)													
Operatives (Semi-skilled)	20	8	12	1	1			6	1				11
Laborers (Unskilled)													
Service Workers													
TOTAL	28	9	19	1	1			7	2				17
Total employment From previous Report (if any)	38	16	22	2	1			13	2				20
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)				14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>				15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 12 08 10					
13. DATES OF PAYROLL PERIOD USED From: 11/7/11 To: 11/18/11													

## SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Rick DeCosta	SIGNATURE 	TITLE Coordinator Special Trans	DATE MO DAY YEAR 12 01 11
17. ADDRESS NO. & STREET 115 Budd Blvd.	CITY West Deptford	COUNTY Gloucester	STATE NJ
ZIP CODE 08096		PHONE (AREA CODE, NO., EXTENSION) 856 - 686 - 8355	



## GOVERNMENT

[Board of Freeholders](#)[Departments](#)[Elected Officials](#)[Row Officers](#)[Freeholders Meetings](#)[Freeholder Press Room](#)[Municipalities](#)

### GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

**Robert M. Damminger**

Freeholder Director  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3395 - OFFICE ~ (856) 853-3308 - FAX  
EMAIL: [rdamminger@co.gloucester.nj.us](mailto:rdamminger@co.gloucester.nj.us)

**Warren S. Wallace, Ed.D.**

Deputy Director  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3380 - OFFICE ~ (856) 853-3379 - FAX  
EMAIL: [wwallace@co.gloucester.nj.us](mailto:wwallace@co.gloucester.nj.us)

**Giuseppe (Joe) Chila**, Freeholder  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3382 OFFICE ~ (856) 853-3324 FAX  
EMAIL: [jchila@co.gloucester.nj.us](mailto:jchila@co.gloucester.nj.us)

**Frank J. Di Marco**, Freeholder  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3384 OFFICE ~ (856) 853-3298 FAX  
EMAIL: [fdimarco@co.gloucester.nj.us](mailto:fdimarco@co.gloucester.nj.us)

**Vincent H. Nestore Jr.**, Freeholder  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3383 OFFICE ~ (856) 853-3385 FAX  
EMAIL: [vnestore@co.gloucester.nj.us](mailto:vnestore@co.gloucester.nj.us)

**Heather Simmons**, Freeholder  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3378 OFFICE ~ (856) 853-3396 FAX  
EMAIL: [hsimmons@co.gloucester.nj.us](mailto:hsimmons@co.gloucester.nj.us)

**Larry Wallace**, Freeholder  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096  
(856) 853-3386 OFFICE ~ (856) 853-3387 FAX  
EMAIL: [lwallace@co.gloucester.nj.us](mailto:lwallace@co.gloucester.nj.us)

Currently under Construction. Please check back at a later date.

Freeholder Agenda

**Freeholder Mailing Address  
(Freeholder Name)  
P.O. Box 337 - Courthouse  
Woodbury, New Jersey 08096**

[Home Page](#)

[Contact Us](#)

[Terms of Use](#)

[GC Web Email](#)

[GC Support](#)

**\*\*Office of Information Technology: Effective Business Solutions Through The Use of Intelligent Technology\*\***  
Copyright © County of Gloucester, 2008

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Office of Educational and Disability Services at 856-681-6128/New Jersey Relay Service 711 or the EEO office at 856-384-6903.

**Board Of Chosen Freeholders**  
**Freeholder Liaison Vincent H. Nestore, Jr.**  
**County Administrator Chad M. Bruner**  
**Department of Human Services**  
**DIRECTOR, LISA CERNY**

July 1, 2011

**Coordinator of Special Transportation**  
**RICK DeCOSTA**

**Accounting Assistant**  
**DONNA CUCETTA (50%)**

**Principal Clerk Typist**  
**HOLLY TONGUE**  
**STEPHANIE EVANS**

**Principal Data Entry Operator**  
**CAROL WILSON**

**Asst. Supervising Omnibus Operator**  
**VIRGINIA FISHER**

**Supervising Omnibus Operator**  
**KAREN DAVIS**

**Community Service Aide/Typing**  
**JANICE PFEIFFER**

**DTS Omnibus Operators**  
**F/T 32.50 hours**

PATRICIA WHEELER  
TRACEY CUDD  
MICHAEL PIZZELLI  
GEORGE RICHARDSON  
MARGARET MCGEE  
DON WHITLEY  
DEBRA CALTAGIRONE

**DTS Omnibus Operators P/T (30 hr)**

ELIZABETH BAUER  
KARI KAPPLER  
DANA DAVIS  
ELAINE MCGLINCHY --- In Office  
CARMEN FEUERBORN  
MONICA BILBOW  
SUSAN BLAIR  
FRANCISCO MELENDEZ  
JACKIE ORR  
CALVIN HILL  
ANTHONY OTERO  
RENE PISTILLI  
CHRIS BRADLEY

**(2) Private Operators**

Rowland Transportation  
North Connections Logistics, Inc.  
aka (W&W Transportation)



---

## **6. Agency Policies and Organizational Information**

**HH. Equipment Inventory – Not Applicable – DCF funds are  
used for Salaries, Fuel and Vehicle Maintenance only**

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
NOTIFICATION OF LICENSED PUBLIC ACCOUNTANT\***

Provider Agency Name: County of Gloucester  
Address: P.O. Box 337, Woodbury, NJ 08096  
Contact Individual and Title: Lisa Cerny, Director Human Services

Telephone No. 856-384-6874 Agency Fiscal Year to be Audited: \_\_\_\_\_

Federal ID No. 21-6000660 Charities Registration No.: \_\_\_\_\_

List All State and Federal Financial Funding During the Fiscal Year Under Audit

<u>Department</u>	<u>Division</u>	<u>Contract No.</u>	<u>Contract Period</u>	<u>Contract Amount</u>
<u>See Attached</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

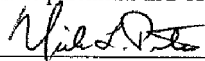
Use back of form to list additional State and Federal Funding

Licensed Public Accountant (attach photocopy of firm's license to practice, and most recent external quality control review)

Firm Name: Petroni & Associates LLC  
Address: 21 W. High Street, Glassboro, NJ 08028  
Telephone No.: (856) 881-1600 Firm License No.: 20CB00627900  
E-Mail Address: nlp@petroni.com  
Currently Licensed to practice in the State(s) of: NJ Expiration Date: 06/30/2012  
Contact Individual and Title: Nick L. Petroni, CPA

**Certification:**

I certify that we are aware of the requirements in DCF.P7.06 and that the audit will comply with this policy.

LPA Signature  Title Managing Member

Audit Report Deficiencies- Does your firm have any outstanding audit reports with deficiencies for any provider agency contracting with any NJ State Department? ☐ YES ☒ NO

I certify that the above information is accurate. Any inaccurate information may result in termination of your contract with the provider listed above.

Provider Signature \_\_\_\_\_ Title \_\_\_\_\_

\*This Notification (NLPA) is to be sent to the Department of Children and Families' Office of Auditing with the completed audit report. Although the NLPA form and the audit report shall be submitted together, all of the information in the NLPA form should relate to the subsequent year of the completed audit report. The anticipated completion date should not be more than 120 days after the end of the fiscal year. The Provider Agency and the licensed public accountant should fill out this form to this point in its entirety.

For Use By DCF Office of Auditing

Date Received: \_\_\_\_\_ Audit Control No.: \_\_\_\_\_  
Date Verified: \_\_\_\_\_ By: \_\_\_\_\_ Licensed: \_\_\_\_\_  
Division: \_\_\_\_\_ Approved: ☐ Not Approved: ☐

(Revised 3/08)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED  
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

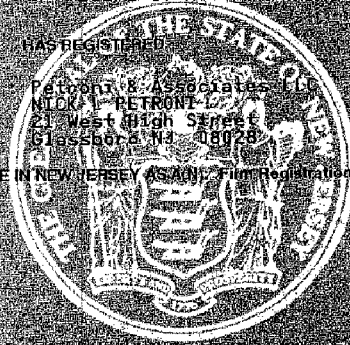
State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS ENTITY HAS THE  
Board of Accountancy

HAS REGISTERED

Petroni & Associates, Inc.  
NICKAL PETRONI, L.P.  
21 West High Street  
Glassboro, NJ 08028

FOR PRACTICE IN NEW JERSEY AS AN: Film Registration



12/29/2009 TO 06/30/2015  
VALID

20GB80627900

*[Signature]*  
Signature of Executive Director of Division

*[Signature]*  
Director

**Swartz & Co., LLC**  
CERTIFIED PUBLIC ACCOUNTANTS  
P.O. Box 548, Mays Landing, NJ 08330

Member: New Jersey Society of CPAs  
American Institute of CPAs  
AICPA Private Companies Practice Section [www.swartzcocpa.com](http://www.swartzcocpa.com)

Phone: (609) 625-0999  
Toll Free in N.J.: (877) 310-0999  
Fax: (609) 625-2421

System Review Report

November 12, 2009

To the Owner of Petroni & Associates  
and the Peer Review Committee of the New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Petroni & Associates (the firm) in effect for the year ended July 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Petroni & Associates in effect for the year ended July 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Petroni & Associates has received a peer review rating of *pass*.

Swartz & Co. LLC

**COUNTY OF GLOUCESTER**  
**SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE**  
**FOR THE YEAR ENDED DECEMBER 31, 2009**

Federal Grantor Pass Through Grantor Program Title	Grant Period		Federal CFDA Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To								
US Department of Health and Human Services										
NJ Department of Health and Senior Services										
Women, Infants, and Children	10/01/07	09/30/08	10.557	08-144-WIC-L-1	589,900.00		55,360.00	589,900.00	57.36	589,900.00
Women, Infants, and Children	10/01/08	09/30/09	10.557	08-144-WIC-L-2	631,500.00		631,500.00	631,500.00	612,032.57	631,500.00
Women, Infants, and Children	10/01/09	09/30/10	10.557	10-144-WIC-L-3	979,200.00			979,200.00	142,948.50	142,948.50
Senior Farmers Market Nutrition Program	05/01/09	11/30/09	10.576	N/A	3,000.00		3,000.00	3,000.00	3,000.00	3,000.00
Emergency Food and Shelter Board	07/22/09	12/31/09	97.024	5976-00-002	5,000.00		2,498.50	2,498.50	4,996.50	4,996.50
National Emergency Food and Shelter	04/01/09	12/31/09	97.114	597-600-002	28,346.00		6,494.00	6,494.00	24,714.64	24,714.64
NJ Department of Environmental Protection	01/01/08	12/31/09	68.400	RP09-030	100,000.00				79,247.50	79,247.50
GC Wastewater Management Plan	07/01/09	07/31/11	68.418		100,000.00			0.00		0.00
Wastewater Management Plan										
NJ Department of Health and Senior Services										
Special Child Health Case/Case Management	07/01/08	06/30/09	93.994	08-241-SCH-L-0	1,142,375.00		496,616.00	633,425.00	678,094.29	928,683.37
Special Child Health Case/Case Management	07/01/09	06/30/09	93.994	08-119-SCH-L-1	181,873.00		126,311.00	161,873.00	90,216.91	161,873.00
Special Child Health Case/Case Management	07/01/09	06/30/10	93.994	08-119-SCH-L-2	159,373.00			159,373.00	74,915.59	74,915.59
2008 Area Plan Contract	01/01/08	12/31/08	93.045	08-1383-AAA-C-1	1,442,825.00		15,886.94	1,355,298.94	82,490.25	1,438,619.94
2009 Area Plan Contract	01/01/09	12/31/09	93.045	08-1383-AAA-C-1	1,594,609.00		1,482,261.00	1,462,261.00	1,485,527.42	1,485,527.42
NJ Department of Human Services										
Abused and Missing Children	01/01/08	12/31/08	93.667	08-ANHS	3,234.00			3,234.00	0.49	3,234.00
Abused and Missing Children	01/01/09	12/31/09	93.667	08-ANHS	3,234.00		3,234.00	3,234.00	3,234.00	3,234.00
Human Services Planning Grant	01/01/09	12/31/09	93.667	08-ANHS	116,770.00		116,770.00	116,770.00	107,278.83	107,278.83
Title XX Transportation	01/01/09	12/31/09	93.667	08-AQHS	60,733.00		60,733.00	60,733.00	58,483.00	58,483.00
Social Services for the Homeless TANF	01/01/08	12/31/09	93.667	H1H208S	41,006.00		41,006.00	41,006.00	41,006.00	41,006.00
Social Services for the Homeless TANF	01/01/09	12/31/09	93.667	H1H208S	69,006.00		36,906.00	36,906.00	69,006.00	69,006.00
US Department of Justice										
Bureau of Justice Assistance										
Bulletproof Vests Partnership Program	01/20/08	09/30/09	16.607	FY 2008 BVP	9,200.00		96.67	9,200.00		9,200.00
Bulletproof Vests Partnership Program	09/13/07	09/30/11	16.607	FY 2007 BVP	11,441.00		7,273.13	10,127.05		11,441.00
Bulletproof Vests Partnership Program	04/01/08	09/30/10	16.607	FY 2008 BVP	707.20		707.20	707.20	707.20	707.20
Bulletproof Vests Partnership Program	04/01/09	09/30/11	16.607	FY 2009 BVP	4,129.00			0.00		0.00
Community Justice Grant - Byrne Memorial	10/01/09	09/30/09	16.690	2005-DJ-BX-1344	42,694.00		12,078.26	42,694.00	540.00	42,694.00
Justice Assistance Grant Joint Task Force	10/01/06	09/30/10	16.690	2007-DJ-BX-0877	40,262.00		40,262.00	0.00		40,262.00
Justice Assistance Grant Joint Task Force	03/01/08	02/28/13	16.690	2009-SB-B9-2952	330,994.00			0.00	18,743.01	19,862.07

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2009

Federal Grantor Pass Through Grantor Program Title	Grant Period		Federal CFDA Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To								
NJ Department of Law and Public Safety										
Logistics - Commodities Distribution Plan	03/01/09	02/28/10	97.042	07S-EMPG-P130-05	33,895.00			0.00		0.00
Special Needs Shelter Planning & Support	01/01/09	03/30/10	97.042	08-EMPG-P330-02	21,400.00			0.00		0.00
Community Justice Grant - Byrne Memorial	09/06/08	02/28/10	16.580	JAG-3-7-06	75,000.00	25,000.00	51,448.30	51,448.30	83,129.89	83,129.89
Comprehensive Traffic Safety Program	10/01/08	09/30/09	20.600	CP-09-08-01-05	89,600.00		89,136.19	89,136.19	89,267.60	89,267.60
Enforcing the Underage Drinking Laws	06/01/07	05/31/09	16.727	ABC-11-07	15,000.00		12,100.00	14,960.00	8,560.00	14,960.00
Enforcing the Underage Drinking Laws	06/01/09	05/31/10	16.727		16,900.00		4,940.00	4,940.00	9,020.00	9,020.00
Megan's Law	04/01/08	03/31/09	16.592	JAG-11-11L-06	7,266.00	2,419.00	2,566.70	7,266.00	3,426.37	9,675.00
Megan's Law	04/01/08	03/31/10	16.592	JAG-11-11L-07	83,982.00	83,982.00	2,419.00	2,419.00	8,117.03	8,117.03
Multijurisdictional Narcotics Task Force	01/01/08	12/31/08	18.579	JAG-1-RTF-07	43,254.00	43,254.00	43,254.00	43,254.00	86,508.00	86,508.00
Multijurisdictional Narcotics Task Force	01/01/08	06/30/09	18.579	JAG-1-RTF-06	64,093.00		63,655.60	63,655.60	50,071.24	50,071.24
Sexual Assault Nurses Examiner Project (SANE)	09/01/08	08/30/09	18.575	YS-29-06	12,000.00		12,000.00	12,000.00	566.10	566.10
DWI Enforcement Fund	07/01/08	06/30/10	20.605	DDEF FY 2008	12,000.00		12,000.00	12,000.00	8,724.98	8,724.98
Child Passenger Safety Education	07/01/08	06/30/09	20.613	DDEF FY 2009	19,785.00		19,785.00	19,785.00	19,785.00	19,785.00
Driving While Intoxicated Sobriety Checkpoint	10/01/08	09/30/09	20.601	OP-09-21-01-13	22,000.00		21,960.14	21,960.14	21,960.14	21,960.14
FY04 Homeland Security	07/01/04	06/30/05	16.007	AL09-10-04-101	2,319,453.00		2,319,453.00	2,319,453.00	19,869.48	19,869.48
FY06 Homeland Security	01/01/06	12/31/06	16.007	04 HSPG	377,013.00		46,402.40	377,013.00	45,957.40	45,957.40
FY07 Homeland Security	06/30/07	06/30/10	16.007	06 HSPG	1,069,410.00		198,895.82	521,196.44	304,487.04	304,487.04
FY08 Homeland Security	10/01/08	09/30/10	16.007	08 HSPG	46,400.00		425,303.79	425,303.79	46,400.00	46,400.00
FY10 Homeland Security	10/01/09	09/30/11	16.007	09 HSPG	853,733.80		0.00	0.00	560,446.10	560,446.10
Victims of Crime Act (VOCA)	10/01/09	09/30/12	16.575	10 HSPG	797,949.00		0.00	0.00	3,000.00	3,000.00
Victims of Crime Act (VOCA)	07/01/08	06/30/09	16.575	V-39-06	114,070.00		57,035.00	114,070.00	121,112.00	121,112.00
Victims of Crime Act (VOCA)	07/01/09	06/30/10	16.575	V-7-08	121,112.00		60,566.00	60,566.00	33,172.44	33,172.44
Pre-Disaster Mitigation Project	11/01/08	04/30/10	16.575	VWAFPS-03	34,800.00		31,693.95	31,693.95	371,066.00	371,066.00
Byrne Memorial Local Solicitation	08/01/07	12/31/09	97.017	PDMC-PL-02-2007-003	463,100.00		371,066.00	371,066.00	0.00	0.00
New Jersey Office of Homeland Security	10/01/08	09/30/12	16.804	200-DJ-BX-1127	43,243.00				163,031.74	163,031.74
Chemical Buffer Zone - GC Swat	10/01/08	09/30/10	97.078	2006-BZ-T6-0051	165,000.00		45,688.94	45,688.94	973,527.46	973,527.46
Chemical Buffer Zone - West Dairford Police	10/01/08	09/30/10	97.078	2007-GE-T7-0056	1,095,210.00		47,513.75	47,513.75	361,178.75	361,178.75
Chemical Buffer Zone - GC Emergency Response	10/01/08	09/30/10	97.078	2006-BZ-T6-0051	369,700.00				981.15	981.15
New Jersey Juvenile Justice Commission	01/01/07	12/31/07	16.523	JABG 15-06	13,353.00	1,434.00	1,680.00	13,353.00	8,993.00	8,993.00
Juvenile Account Incentive Block Grant	01/01/08	12/31/08	16.523	JABG 16-07	13,167.00	1,465.00	753.00	13,167.00	12,626.27	12,626.27
Juvenile Account Incentive Block Grant	01/01/08	12/31/08	16.523	JABG 16-08	13,560.00	1,506.00		13,560.00	753.00	753.00

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2009

Federal Grantor Pass Through Grantor Program Title	Grant Period From To	Federal CFDA Number	Program Award Number	Award Amount	Cash March	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
US Department of Labor									
New Jersey Department of Labor									
WIA Adult	07/01/07	17.258	WIA-08-2007	344,797.00		(9,230.00)	259,427.00	5,304.61	269,427.00
WIA Youth	07/01/07	17.258	WIA-08-2007	400,341.00			400,341.00		400,341.00
WIA Dislocated Worker	07/01/07	17.260	WIA-08-2007	564,349.00			564,349.00		564,349.00
WIA Dislocated Worker	07/01/08	17.260	WIA-08-2008	459,187.00		342,664.00	459,187.00	351,978.13	424,900.14
WIA Adult	07/01/08	17.258	WIA-08-2008	278,533.00		234,160.00	278,533.00	175,217.56	299,411.96
WIA Youth	07/01/08	17.258	WIA-08-2008	309,870.00		243,440.00	309,870.00	73,867.04	309,870.00
WIA Dislocated Worker	07/01/09	17.260	WIA-08-2009	622,775.00		89,025.09	69,025.09	116,541.69	116,541.69
WIA Adult	07/01/09	17.258	WIA-08-2009	271,655.00		62,047.79	62,047.79	91,356.47	91,356.47
WIA Youth	07/01/09	17.258	WIA-08-2009	316,144.00		118,700.12	118,700.12	318,137.13	318,137.13
American Recovery & Reinvestment Act	07/01/08	17.258	WIA-08-2009	1,047,915.00		603,826.00	603,826.00	1,020,725.83	1,020,725.83
US Department of Transportation									
Delaware Valley Regional Planning Commission									
Region Wide Transportation GIS Program	07/01/07	20.205	08-53-315	25,000.00		11,857.00	25,000.00	8,591.00	25,000.00
Region Wide Transportation GIS Program	07/01/08	20.205	09-53-312	20,000.00		19,705.00	19,705.00	5,944.14	20,000.00
Region Wide Transportation GIS Program	07/01/09	20.205	10-53-312	20,000.00		21,304.00	21,304.00	28,046.00	38,279.00
Supportive Regional Highway	07/01/09	20.205	09-61-030	36,896.00		28,103.86	36,896.00	7,531.00	7,531.00
Transportation System Plan & Implementation	07/01/09	20.205	09-63-022	46,390.00		44,263.00	46,390.00	16,393.34	46,390.00
Transportation System Plan & Implementation	07/01/09	20.205	10-63-022	44,263.00		10,858.66	40,000.00	32,613.38	32,613.38
Potential Park & Ride Sites in Gloucester County	07/01/07	20.205	08-63-028	40,000.00		15,564.09	40,000.00	30,346.62	40,000.00
Develop a Resource Guide of Available Transportation in	07/01/08	20.205	09-63-028	46,062.00		15,564.09	46,062.00	3,987,697.20	45,892.00
Federal Stimulus Projects	03/01/08	20.205	COMPLETE	8,950,000.00			0.00		
New Jersey Transit									
Job Access and Reverse Commute	07/01/08	20.516	JARC Round 8	190,000.00		190,000.00	190,000.00	138,666.02	190,000.00
Job Access and Reverse Commute	07/01/09	20.516	JARC Round 9	156,702.00		21,363.96	21,363.96	11,273.05	11,273.05
Section 5311 Rural Transit	07/01/07	20.509	N/A	155,382.00		40,345.27	155,382.00	155,382.00	155,382.00
Section 5311 Rural Transit	07/01/08	20.509	N/A	160,181.00		67,430.37	67,430.37	90,498.50	180,181.00
Federal Highway Administration									
New Jersey Department of Transportation									
Delaware Street Bridge	01/01/08	20.205	N/A	750,000.00			0.00		750,000.00
Guilford Safety	07/01/08	20.205	DOH1	500,000.00		273,777.46	273,777.46	417,070.00	417,070.00
Reconstruction of Bridge 5-D-5	10/03/08	20.205	N/A	1,000,000.00		750,000.00	750,000.00	1,000,000.00	1,000,000.00
Glen Echo Road Project		20.205		300,000.00		225,000.00	225,000.00	285,469.28	285,469.28

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2009

Federal Grantor Pass Through Grantor Program Title	Grant Period		Federal CFDA Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To								
Resurfacing of Kings Highway	07/01/05	COMPL	20.205	STP-0156	1,247,078.00			1,247,078.00		1,245,617.76
Rowan Blvd Construction			20.205		505,000.00			505,000.00		0.00
Coles Mill Road Bridge	10/01/07	COMPL	20.205	07-01-BLA-436	1,188,000.00		375,000.00	375,000.00	500,000.00	500,000.00
Tomlin Station Road Bridge	04/01/09	COMPL	20.205	BRZ-STP-600S	3,677,000.00		2,406,282.63	977,413.56	230,134.80	977,413.56
2009 ISTEA	01/01/08	COMPL	20.205		3,300,000.00		0.00	0.00	0.00	3,415,132.24
2008 ISTEA	01/01/07	COMPL	20.205		2,000,000.00		1,036,613.87	1,036,613.87	1,558,376.81	0.00
2007 ISTEA	01/01/06	COMPL	20.205		1,500,000.00		608,533.73	1,277,028.07	40,176.38	1,571,542.26
2006 ISTEA	01/01/05	COMPL	20.205		6,001,000.00		1,017,679.90	5,021,837.86	70,964.01	1,263,456.23
2005 ISTEA	01/01/04	COMPL	20.205		900,000.00		0.00	468,512.14	0.00	5,071,396.51
2004 ISTEA	01/01/03	COMPL	20.205		2,880,000.00		20,649.79	2,343,350.53	2,022.50	500,000.00
2003 ISTEA	01/01/02	COMPL	20.205		3,200,000.00		23,000.29	3,115,066.44	23,000.29	2,780,777.76
US Department of Housing and Urban Development	01/01/00	COMPL	20.205		3,000,000.00		0.00	1,498,341.37	24,522.10	1,701,162.03
Community Development Block Grant - 2003	09/01/03	08/30/04	14.228	B-03-UC-34-0109	1,821,000.00		10,050.80	1,819,682.80		1,823,358.70
Community Development Block Grant - 2004	09/01/04	08/30/05	14.228	B-04-UC-34-0109	1,793,000.00		46,514.35	1,664,933.84		1,738,421.56
Community Development Block Grant - 2005	09/01/05	08/30/06	14.228	B-05-UC-34-0109	1,616,972.00		96,148.00	1,396,006.67		1,887,815.98
Community Development Block Grant - 2006	09/01/06	08/30/07	14.228	B-06-UC-34-0109	1,454,289.00		106,255.25	1,405,892.64	8,300.25	1,430,026.69
Community Development Block Grant - 2007	09/01/07	08/30/08	14.228	B-07-UC-34-0109	1,451,236.00		181,706.46	971,142.56	108,430.85	1,865,465.05
Community Development Block Grant - 2008	09/01/08	08/30/09	14.228	B-08-UC-34-0109	1,400,771.00		518,037.01	554,844.38	892,369.81	1,185,780.81
Community Development Block Grant - 2009	09/01/09	08/30/10	14.228	B-08-UC-34-0109	1,417,649.00		0.00	1,417,649.00	850,643.29	1,185,780.81
CDBG Stimulus Funding	09/01/09	08/30/10	14.253	B-08-UC-34-0109	430,248.00		0.00	0.00	389,712.37	389,712.37
Washington Township-2007	09/01/07	08/30/08	14.228	B-07-UC-34-0109	591,762.00		0.00	0.00	4,100.00	4,100.00
Washington Township-2008	09/01/08	08/30/09	14.228	B-08-UC-34-0109	189,948.00		37,950.00	189,948.00	179,198.85	189,948.00
Washington Township-2009	09/01/09	08/30/10	14.228	B-09-UC-34-0109	184,028.00		173,856.35	173,856.35	183,975.15	183,975.15
Home Investment Partnership - 2005	09/01/05	08/30/06	14.239	M-05-UC-34-0104	185,572.00		0.00	185,572.00	148,457.00	0.00
Home Investment Partnership - 2006	09/01/06	08/30/07	14.239	M-06-UC-34-0104	816,156.00		0.00	816,156.00	10,000.00	816,156.00
Home Investment Partnership - 2007	09/01/07	08/30/08	14.239	M-07-UC-34-0104	757,216.00		227,350.15	700,844.29	197,219.92	779,368.30
Home Investment Partnership - 2008	09/01/08	08/30/09	14.239	M-08-UC-34-0104	751,542.00		144,078.60	373,043.89	354,475.20	815,410.59
Home Investment Partnership - 2009	09/01/09	08/30/10	14.239	M-09-UC-34-0104	795,654.00		267,108.45	285,635.31	516,945.24	547,377.38
							0.00	0.00	171,421.24	21,421.24
					80,464,576.00	165,528.00	15,612,644.00	47,859,450.72	20,991,553.89	29,856,746.56



**COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF STATE AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2009**

Program Title	Grant Period From To	Grantor's Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
<u>New Jersey Council on the Arts</u>								
Local Arts Program	01/01/07 12/31/07	0713A080311	72,400.00			72,400.00	567.50	72,400.00
Local Arts Program	01/01/08 12/31/08	0813A060170	81,089.00		10,312.00	81,089.00		81,089.00
Local Arts Program	01/01/09 12/31/09	0913A060280	71,358.00		60,654.00	80,654.00	71,358.00	71,358.00
<u>New Jersey Department of Community Affairs</u>								
Sharing Available Resources Efficiently	03/01/07 02/28/10	2007-04865-1616-00	300,000.00		105,976.31	236,727.76	105,553.44	281,975.16
Sharing Available Resources Efficiently	05/01/08 10/31/10	2008-04865-2868-00	40,000.00		40,000.00	40,000.00	40,000.00	40,000.00
Neighborhood Stabilization Program	06/24/09 09/08/10	2009-02293-1288-00	2,500,000.00		78,007.37	78,007.37	266,240.87	266,240.87
<u>New Jersey Historical Commission</u>								
New Jersey Historical Commission	07/01/07 05/30/08	08HIST135AGO	12,000.00		2,400.00	12,000.00		12,000.00
New Jersey Historical Commission	07/01/08 08/30/09	09HIST135AGO	9,980.00		9,980.00	9,980.00	9,980.00	9,980.00
New Jersey Historical Commission	07/01/09 08/30/10	10HIST127AGO	7,570.00		7,570.00	7,570.00		7,570.00
Whitall House	03/01/09 12/31/12	2008.0078	47,525.00				46,103.00	46,103.00
<u>New Jersey Historic Trust</u>								
Fighting for Freedom in Gloucester County Tour	05/01/08 05/31/09	2007.0031	30,000.00	10,000.00	24,000.00	24,000.00	10,000.00	10,000.00
<u>New Jersey Department of Environmental Protection</u>								
Clean Communities	01/01/09 12/31/09	N/A	102,884.00		102,884.00	102,884.00	102,884.00	102,884.00
County Environmental Health Act	01/01/08 12/31/08	EN08-077	170,400.00		38,924.00	170,400.00	389.05	170,400.00
County Environmental Health Act	01/01/09 12/31/09	EN09-077	324,725.00		131,965.00	131,965.00	200,258.26	200,258.26
<u>New Jersey Department of Health and Senior Services</u>								
Alcoholism and Drug Abuse	01/01/08 12/31/08	08-530-ADA-C-O	542,047.00	77,322.00	260,536.00	542,047.00	17,807.25	619,368.00
Alcoholism and Drug Abuse	01/01/09 12/31/09	09-530-ADA-C-O	544,888.00	77,345.00	435,914.00	435,914.00	609,841.70	609,841.70
Local Core Capacity Infrastructure for Bioterrorism	08/10/08 08/09/09	09-1152-ST-L-1	468,626.00		468,626.00	468,626.00	319,382.16	468,626.00
Local Core Capacity Infrastructure for Bioterrorism	08/10/09 08/09/10	10-1145-ST-L-2	975,524.00		468,626.00		312,844.51	312,844.51
Peer Grouping	01/01/08 12/31/08	N/A	76,209.00		76,209.00	76,209.00	76,209.00	76,209.00
Peer Grouping	01/01/09 12/31/09	N/A	77,455.00		57,824.20	57,824.20	65,420.00	65,420.00
Right to Know	07/01/08 06/30/09	92-2230-RTK-00	10,798.00		8,098.50	10,798.00	4,922.97	10,798.00
Right to Know	07/01/09 06/30/10	92-2230-RTK-00	10,798.00		10,798.00		5,734.18	5,734.18
Tobacco Age of Sale Enforcement	04/01/08 03/31/09	01-1633-ADA	14,180.00		9,780.00	10,140.00	3,822.00	10,140.00
<u>New Jersey Department of Human Services</u>								
County Interagency Coordinating Grant	01/01/09 12/31/09	09 ANHS	38,442.00		38,442.00	38,442.00	38,442.00	38,442.00
Prevention of Teen Pregnancy	01/01/09 06/30/09	09 ANHS	1,000.00		1,000.00	1,000.00	1,000.00	1,000.00
Mental Health Administration	07/01/08 06/30/09	N/A	18,000.00		15,000.00	15,000.00	18,000.00	18,000.00
Mental Health Administration	07/01/09 06/30/10	N/A	18,000.00					

**COUNTY OF GLOUCESTER**  
**SCHEDULE OF EXPENDITURES OF STATE AWARDS**  
**FOR THE YEAR ENDED DECEMBER 31, 2009**

Program Title	Grant Period From To	Grantor's Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
Personal Attendant Services	01/01/08 12/31/08	08 ARHS	474,681.00		(8,587.88)	466,120.32	84,882.81	468,120.32
Personal Attendant Services	01/01/09 12/31/09	09 ARHS	459,969.00		459,969.00	459,969.00	410,769.14	410,769.14
Social Services for the Homeless	01/01/08 12/31/08	H11Z08S	246,760.00		7,420.00	243,245.00	145.78	246,760.00
Social Services for the Homeless	01/01/09 12/31/09	H11Z09S	246,760.00		246,760.00	246,760.00	246,739.35	246,739.35
New Jersey Transit								
Senior Citizens and Disabled Residents Transportation	01/01/08 12/31/08	N/A	841,283.00		350,611.65	841,283.00	11,065.62	841,283.00
Senior Citizens and Disabled Residents Transportation	01/01/09 12/31/09	N/A	769,519.00		389,567.64	389,567.64	752,757.37	752,757.37
New Jersey Department of Law and Public Safety								
Body Armor Replacement - Corrections	12/17/07 12/17/12	Body Armor-7485	19,214.00			19,214.00	14,819.72	19,214.00
Body Armor Replacement - Corrections	12/17/08 12/17/13	Body Armor-7485	14,890.52		14,890.52	14,890.52	14,890.52	14,890.52
Body Armor Replacement - Sheriff	12/17/07 12/17/12	Body Armor-8079	8,769.00			8,769.00	84.29	8,769.00
Body Armor Replacement - Sheriff	12/17/08 12/17/13	Body Armor-8079	8,805.94		8,805.94	8,805.94	8,805.94	8,805.94
Body Armor Replacement - Prosecutors	12/17/07 12/17/12	Body Armor	3,764.00			3,764.00		0.02
Body Armor Replacement - Prosecutors	12/17/08 12/17/13	Body Armor	3,397.42		3,397.42	3,397.42		
Insurance Fraud Reimbursement Program	01/01/08 12/31/08	N/A	227,457.00		70,140.91	205,532.04	19,388.11	205,532.04
Insurance Fraud Reimbursement Program	01/01/09 12/31/09	N/A	221,895.00		100,915.68	100,915.68	215,572.56	215,572.56
Attorney Identification Program	04/15/08 COMPLETE	N/A	11,000.00		9,308.92	9,308.92	1,691.08	11,000.00
New Jersey Department of Military and Veterans Affairs								
Veterans Transportation	07/01/08 06/30/09	VL09T11	53,000.00		19,250.00	53,000.00	34,877.39	53,000.00
Veterans Transportation	07/01/09 06/30/10	VL10T11	33,000.00		13,750.00	13,750.00	14,465.57	14,465.57
New Jersey Governor's Council on Alcoholism and Drug Abuse								
Municipal Alliance	01/01/08 12/31/08	N/A	287,920.00		196,458.00	287,920.00		287,920.00
Municipal Alliance	01/01/09 12/31/09	N/A	346,965.00		277,510.56	277,510.56	346,341.80	346,341.80
New Jersey Juvenile Justice Commission								
Family Court Program	01/01/07 12/31/07	FC 07-08	140,599.00		64,993.00	140,599.00		140,599.00
Family Court Program	01/01/08 12/31/08	FC 08-08	142,708.00		117,171.00	142,708.00		142,708.00
Family Court Program	01/01/09 12/31/09	FC 09-08	144,135.00		106,243.00	106,243.00	144,135.00	144,135.00
State/Community Partnership Program	01/01/06 12/31/06	SCP-06 PS/PM 08	276,163.00		703.00	276,163.00		276,163.00
State/Community Partnership Program	01/01/07 12/31/07	SCP-07 PS/PM 08	278,396.00		24,026.00	278,396.00	1.12	278,396.00
State/Community Partnership Program	01/01/08 12/31/08	SCP-08 PS/PM 08	282,604.00		178,036.00	282,604.00	212.21	282,604.00
State/Community Partnership Program	01/01/09 12/31/09	SCP-09 PS/PM 08	285,430.00		184,668.00	184,668.00	285,136.86	285,136.86
New Jersey Department of Labor								
Work First NJ	07/01/07 06/30/08	WFNJ 08 07/08	1,626,195.00		112.21	1,498,451.21	112.00	1,528,834.24
Work First NJ	07/01/08 06/30/09	WFNJ 08 08/09	1,633,219.00		1,105,761.00	1,555,314.00	834,674.74	1,601,345.05
Work First NJ	07/01/09 06/30/10	WFNJ 08 09/10	1,630,572.00		536,919.00	536,919.00	948,343.51	948,343.51

**COUNTY OF GLOUCESTER**  
**SCHEDULE OF EXPENDITURES OF STATE AWARDS**  
**FOR THE YEAR ENDED DECEMBER 31, 2009**

Program Title	Grant Period		Grantor's Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received		Current Expenditures		Cumulative Expenditures
	From	To									
Workforce Investment Board Planning Grant	07/01/08	06/30/09	DPN 08/09	70,000.00		38,378.00	36,376.00		69,823.69		69,823.69
Workforce Development Partnership	07/01/08	06/30/09	WOP 08-2007-2008	32,815.00		23,107.00	23,107.00		32,815.00		32,815.00
Workforce Learning Link	07/01/07	06/30/08	WLL 08-2007-2008	357,739.00		45,032.00	357,739.00		357,739.00		357,739.00
Workforce Learning Link	07/01/08	06/30/09	WLL 08-2008-2009	311,772.00		203,046.00	219,699.00		287,296.16		445,233.66
Workforce Learning Link	07/01/09	06/30/10	WLL 08-2009-2010	138,932.00					3,490.34		3,490.34
Camden County Soil Conservation District											
Regional Storm Water Management Plan for Pocomo	11/01/03	11/01/06	RPO4-089	50,000.00		25,805.92	48,309.00		814.73		48,309.00
Regional Storm Water Management Plan for Mantua C	10/01/04	09/30/07	RPO4-008	30,000.00		4,543.97	15,032.39		1,962.96		15,032.39
Office of Information Technology											
911 Coordination Program	07/01/08	06/30/09	08-CC-08-000	25,000.00		25,000.00	25,000.00		16,050.00		16,050.00
911 PSAP Equipment Upgrade	10/20/05	10/19/06	06-E-08-003	450,000.00			450,000.00		4,062.56		450,000.00
911 PSAP Equipment Upgrade	07/01/07	06/30/08	07-E-08-003	350,000.00			350,000.00		81,952.44		295,118.94
911 PSAP Equipment Upgrade	07/01/08	06/30/09	08-E-08-003	555,000.00			555,000.00		157,728.90		157,728.90
911 PSAP General Assistance	07/01/07	06/30/08	07-G-08-003	249,969.00			249,969.00		15,082.52		249,969.00
911 PSAP General Assistance	07/01/08	06/30/09	08-G-08-003	249,969.00			249,969.00		151,803.48		232,436.59
NJ Division of Archives & Records Management											
Public Archives & Records Infrastructure Support (PAF	09/01/07	08/31/08	07C80001-07C80004	924,200.00		403,545.93	924,145.93		22,122.08		924,145.93
Public Archives & Records Infrastructure Support (PAF	09/01/08	08/31/09	09C80001	91,500.00		44,996.04	90,746.04		115,317.47		90,746.04
Public Archives & Records Infrastructure Support (PAF	09/01/09	08/31/10	09C80001	235,043.00		119,021.50	119,021.50		115,317.47		115,317.47
New Jersey Department of Transportation											
FY2009 Transportation Trust	01/01/09	COMPLETE	N/A	2,973,000.00		2,973,000.00	2,973,000.00		275,456.71		275,456.71
FY2008 Transportation Trust	01/01/08	COMPLETE	N/A	2,975,000.00		2,975,000.00	2,975,000.00		784,395.00		1,791,913.49
FY2007 Transportation Trust	01/01/07	COMPLETE	N/A	2,975,000.00		2,975,000.00	2,975,000.00		337,940.90		1,888,366.00
FY2006 Transportation Trust	01/01/06	COMPLETE	N/A	2,475,000.00		2,475,000.00	2,475,000.00		433,913.98		1,774,099.88
FY2005 Transportation Trust	01/01/05	COMPLETE	N/A	2,250,000.00		2,250,000.00	2,250,000.00		1,949,299.55		1,949,299.55
FY2004 Transportation Trust	01/01/04	COMPLETE	N/A	2,475,000.00		2,475,000.00	2,475,000.00		4,441.30		2,403,825.91
FY2003 Transportation Trust	01/01/03	COMPLETE	N/A	2,452,000.00		2,452,000.00	2,452,000.00		2,340.00		1,834,838.00
FY2002 Transportation Trust	01/01/02	COMPLETE	N/A	2,054,000.00		2,054,000.00	2,054,000.00		115.85		1,837,356.65
FY2000 Transportation Trust	01/01/00	COMPLETE	N/A	42,049,647.88	164,667.00	13,260,470.21	35,665,337.16		9,432,979.79		30,642,380.31

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
**Robert M. Damming**



DEPARTMENT OF  
PURCHASING

**DIRECTOR**  
**Peter M. Mercanti**

PO Box 337  
Woodbury, NJ 08096

Phone: 856.853.3420  
Fax 856.853.8504

[purchasing@co.gloucester.nj.us](mailto:purchasing@co.gloucester.nj.us)

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

New Jersey Relay Service: 711



E1

To: The Board of Chosen Freeholders  
From: Peter M. Mercanti, Purchasing Director  
Date: January 12, 2012  
Re: Request for Proposals, Competitive Contracting:  
RFP 12-007 Juveniles in Family Crisis,  
RFP 12-008 Family Supportive Counseling Services,  
RFP 12-009 Family Intervention Program,  
RFP 12-010 Disabled Employment,  
RFP 12-011 Children's Day Care,  
RFP 12-012 Real Life Choices,  
RFP 12-013 Psychiatric and Mental Health Services

The potential contracts for the above mentioned services for the Gloucester County Department of Human Services, Outside Agency funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered by the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

The G.C. Gloucester Department of Human Services Allocations Committee consisted of Chairperson Robert Bamford from the Gloucester County Social Services, Jack Brower from the G.C. Department of Human Services and John Rubis as a community representative. All committee are familiar with the allocations process and the services to be provided. Prior to the beginning of the meeting, John Rubis declared that he had conflict of interest regarding any proposal received from the Arc Gloucester, and would not be voting on the Real Life Choices RFP as well as the Family Intervention RFP. All other members were not in conflict as defined by N.J.S.A. 40A:9-22.1 et seq.

On October 11, 2011 the specifications for RFP 12-007, RFP 12-008, RFP 12-009, RFP 12-010, RFP 12-011, RFP 12-012 and RFP 12-

013 were advertised. On November 17, 2011 requests for proposal were opened. The County received nine (9) proposals. Three were received for RFP 12-011. One proposal each was received for all the RFP packages.

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below indicating total points awarded.

The Committee recommends that the awards of contract be awarded to the following vendors for their services:

1. RFP#012-007 JUVENILES IN FAMILY CRISIS

The Center for Family Services, Inc. was the only applicant.

2012 Department Funding Recommendation \$90,734.00

2. RFP# 012-008 FAMILY SUPPORTIVE COUNSELING SUPPORT

The Center for Family Services, Inc was the only applicant.

2012 Department Funding Recommendation \$82,460.00

3. RFP# 012-009 FAMILY INTERVENTION SERVICES

The ARC Gloucester was the only applicant.

2012 Department Funding Recommendation \$22,000.00

4. RFP#012-010 DISABLED EMPLOYMENT

The Abilities Center of Southern N.J. was the only applicant

2012 Department Funding Recommendation \$25,000.00

5. RFP#012-011 DAYCARE SERVICES

2012 Departmental Funding Available \$39,882.00

There were three providers who applied for funding. They were Glassboro Child Development Center, Inc., Woodbury Child Development, Inc., and Repauno Day Care. Upon review of the committee is recommending each receive the following:

Glassboro Child Development Center, Inc.

2012 Departmental Funding Recommendation \$17,000.00

Woodbury Child Development Center, Inc.

2012 Departmental Funding Recommendation \$16,000.00

Repauno Preschool Daycare, Inc.

2012 Departmental Funding Available \$6,882.00

6. RFP# 012-012 REAL LIFE CHOICES

The ARC Gloucester was the only applicant.

2012 Department Funding Recommendation \$15,000.00

7. RFP#012-013- MENTAL HEALTH SERVICES

NewPoint Behavioral Health Care was the only applicant.

Psychiatric Emergency Screening Services

2012 Department Funding Recommendation \$45,000.00  
Case Management Services  
2012 Department Funding Recommendation \$17,500.00  
Outpatient Services  
2012 Department Funding Recommendation \$151,000.00

**PROPOSALS CONTAIN ALL REQUIRED CHECKLIST**

**INFORMATION:**

All vendors submitted all required documentation as required. ANY VENDORS NOT SUBMITTING REQUIRED DOCUMENTS WOULD BE DISQUALIFIED FROM THE PROCESS.

**SUMMARY OF SCORES:**

**007. Juveniles in Families in Crisis – The Center for Family Services**

The Committee found the proposal complete and scored an average of 294 points out of 300 possible. There were no other bids for the service.

**008. Family Supportive Counseling Services – The Center for Family Services**

The Committee found the proposal complete and scored an average of 295 points out of 300 possible. There were no other bids for the service.

**009. Family Intervention Program – The Arc Gloucester**

The Committee found the proposal complete and scored an average of 196 points out of 200 possible. This agency has done an outstanding job and held the contract for this service previously. There were no other bids for the service.

**010. Disabled Employment – The Abilities Center of Southern NJ**

The Committee found the proposal complete and scored an average of 293 points out of 300 possible. This agency has done an outstanding job and held the contract for this service previously. There were no other bids for the service.

**011. Children's Day Care Services**

**a. Glassboro Child Development**

The Committee found the proposal complete and scored an average of 285 points out of 300 possible.

**b. Woodbury Child Development**

The Committee found the proposal complete and scored an average of 278 points out of 300 possible.

**c. Repauno Day Care**

The Committee found the proposal complete and scored an average of 270 points out of 300 possible.

**012. Real Life Choices – The Arc Gloucester**

The Committee found the proposal complete and scored an average of 197 points out of 200 possible. There were no other bids for the service.

**013. Psychiatric and Mental Health Services – New Point Behavioral Health**

The Committee found the proposal complete and scored an average of 294 points out of 300 possible. There were no other bids for the service.

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES, FOR A TERM OF ONE YEAR, BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012, WITH THE OPTION TO EXTEND TWO (2) ONE (1) YEAR PERIODS WITH THE FOLLOWING ENTITIES:**

- A) ROBINS' NEST, INC., TO PROVIDE A DIVERSION AND RESTORATIVE JUSTICE PROGRAM FOR YOUTH, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$42,000.00**
- B) ROBINS' NEST, INC., TO PROVIDE A THERAPEUTIC COUNSELING PROGRAM FOR YOUTH WHO HAVE BEEN VICTIMS OF SEXUAL ABUSE OR ASSAULT, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$42,000.00**
- C) ROBINS' NEST, INC., TO PROVIDE EMPLOYMENT ASSISTANCE, EDUCATIONAL ADVOCACY AND SUPPORTIVE WORK FOR ADOLESCENT PROBATION AND PAROLE CLIENTS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$65,000.00**
- D) YOUTH ADVOCATE PROGRAM, INC., TO PROVIDE GANG AND DELINQUENCY PREVENTION PROGRAM FOR YOUTH IN PAULSBORO AND GLASSBORO, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$41,000.00**
- E) CENTER FOR FAMILY SERVICES, INC., TO PROVIDE THERAPEUTIC EVALUATION AND COUNSELING PROGRAM FOR JUVENILE SEX OFFENDERS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00**
- F) ROBINS' NEST, INC., TO PROVIDE A COGNITIVE LIFE SKILLS PROGRAM FOR JUVENILE PROBATIONERS, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$18,000.00**
- G) WOODBURY CITY BOARD OF EDUCATION, TO PROVIDE 12-MONTH AFTER-SCHOOL AND SUMMER PROGRAM FOR TARGETED YOUTH, ESPECIALLY MINORITIES, IN GRADES 3-5, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$60,000.00**

**WHEREAS**, the County of Gloucester has recognized the need various programs for the citizens and youth of Gloucester County; and

**WHEREAS**, the County requested proposals, via RFP #012-002-YSC-02, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$42,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-002-YSC-04, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$42,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-002-YSC-06, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and



**WHEREAS**, the evaluation, based on the established criteria, concluded that Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$65,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-002-YSC-07, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Youth Advocate Program, Inc., with headquarters located at 2007 North Third Street, Harrisburg, 17102, and with local offices at 877 Kings Highway, Suite 400, West Deptford, New Jersey, 08096, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$41,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-002-YSC-08, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$50,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-002-YSC-09, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$18,000.00; and

**WHEREAS**, the County requested proposals, via RFP #012-014, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Woodbury City Board of Education, with offices located at 25 North Broad Street, Woodbury, NJ, 08096 made the most advantageous proposal, for a minimum contract amount of Zero and a maximum contract amount of \$60,000.00; and

**WHEREAS**, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4, and

**WHEREAS**, the contracts shall be for an estimated units of service, for a term of one year, beginning January 1, 2012 and ending December 31, 2012 (with the option to extend for two (2) one year terms, dependent on availability of funds), pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that

sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contracts for various programs for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of one year, beginning January 1, 2012 and ending December 31, 2012, each with the option to extend for two (2) one (1) year periods to Robins' Nest, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$42,000.00; Robins' Nest, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$42,000.00; Robins' Nest, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$65,000.00; Youth Advocate Program, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$41,000.00; Center for Family Services, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$50,000.00; Robins' Nest, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$18,000.00; and Woodbury City Board of Education, for a minimum contract amount of Zero and a maximum contract amount of \$60,000.00; and

**BE IT FURTHER RESOLVED**, before any purchase be made of service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**